DOCUMENT RESUME

ED 160 764 08 CE 017 159

TITLE Training Consumer Educators: A Curriculum and Program Handbook. A Report on the Experience of the Consumer Law Training Center.

INSTITUTION New York Law School, N.Y. Consumer Law Training Center.

SPONS AGENCY Office of Education (DHEW), Washington, D.C.

PUB DATE [Jul 78]

NOTE 356p.; Some pages in this document will not reproduce well because of poor print quality

EDRS PRICE MF-$0.83 HC-$19.41 Plus Postage.

DESCRIPTORS *Community Education; *Consumer Education; Curriculum Guides; Learning Activities; *Program Administration; *Program Content; Program Development; Program Evaluation; Program Guides; *Teacher Education; Training Techniques

ABSTRACT

Information is presented on the administration of consumer education programs to train teachers and community group leaders who will be teaching consumer education in their own communities. Suggestions and examples are based on experience in creating and teaching such a program in consumer law in New York City. The first three chapters give instruction on choice of the type of educational program, the selection criteria and process for program trainees, and program planning and design including planning conferences, resource and material acquisition, speakers, room selection, length and time of day of the class, and teaching methods. The bulk of the document consists of twenty-three consumer education lessons, each presenting a body of information to be taught and outlining teacher and student activities, materials, and resources. Comments are included on effectiveness and problems encountered in teaching the lessons in the New York program. Lesson topics include these: Basic Consumer Skills, Utilities, Door-to-Door Sales, Supermarket Traps, Food Labels and Nutrition, Market Surveys, Budgets, Credit--What It Costs and Where to Get It, Credit Unions, Bankruptcy, Debt Collection, The Consumer As Defendant, Small Claims Court, Choosing and Working with Your Doctor, Drugs--Prescription and Over-the-Counter, How to Buy a Used Car, Repair Frauds, Funerals, and Food Cooperatives. Three concluding chapters provide suggestions on post-training program development, training program evaluation, and training program personnel and administration. (JH)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED160764

TRAINING CONSUMER EDUCATORS: A CURRICULUM AND PROGRAM HANDBOOK

A Report
on the Experience of the
Consumer Law Training Center

CE 017 155

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

Stephen A. Newman

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC) AND USERS OF THE ERIC SYSTEM."

TABLE OF CONTENTS

Chapter 1. Introduction . . . 1

Chapter 2. Program Selection. . . . 3

Chapter 3. Selection of Trainees. . . . 5

Chapter 4. Teaching: Preparation 15

Chapter 5. The Classes. 26
  1. Basic Consumer Skills. 27
  2. Utilities. 30
  3. Door-to-Door Sales 32
  4. Supermarket Traps. 34
  5. Food Labels and Nutrition. 36
  6. Market Surveys 38
  7. Budgets. 41
  8. Picketing, Leafletting, & Boycotting 43
  9. Credit - What It Costs & Where to Get It . . .45
  10. Credit Reporting 47
  11. Credit - Sex Discrimination. 48
  12. Credit Unions. 49
  13. Bankruptcy 50
  14. Debt Collection. 52
  15. The Consumer As Defendant. 54
  16. Small Claims Court 56
  17. Choosing and Working with Your Doctor. 58
  18. Drugs: Prescription and Over-the-Counter . . .60
  19. How to Buy a Used Car. 62
  20. Repair Frauds. 63
  21. Funerals 64
  22. Food Cooperatives. 66
  23. Teacher Workshop 68

Chapter 6. Post-Training Program Development. 70

Chapter 7. Evaluation 73

Chapter 8. Personnel and Administration 77

Chapter 9. Special Projects 79

The Consumer Law Training Center is a joint consumer education program of New York Law School, the New York Public Interest Research Group, Inc., and Brooklyn Legal Services Corporation B.

New York Law School is an urban affairs-oriented law school, which is dedicated to legal education, scholarship, and public service, located near the heart of New York City's government and business districts.

New York Public Interest Research Group, Inc. (NYPIRG) is a state-wide nonpartisan research and advocacy organization directed by college students. Its main areas of concern are consumer protection, energy, fiscal responsibility, political reform, and social justice.

Brooklyn Legal Services Corporation B offers free neighborhood legal services to the poor, as part of the city-wide program of Community Action for Legal Services.

The Consumer Law Training Center is funded by a grant from the Office of Education, Community Service and Continuing Education Program. The views or opinions expressed herein, however, do not necessarily represent official Office of Education position or policy.

For further information on the program described herein, contact:

Consumer Law Training Center
New York Law School
57 Worth Street
New York, New York 10013

Chapter 1. INTRODUCTION

This manual provides step-by-step instruction on how to operate a consumer education program in your community. Specifically, the manual describes one kind of education program - the training of teachers and community group leaders, to enable them to re-teach consumer law in their own communities.

This report grows out of our own experience in creating and teaching such a program in New York City. Our project, the Consumer Law Training Center (CLTC), was begun in response to the perceived need for consumer education to focus on basic consumer law and preventive consumer habits. The curriculum we developed, explained in detail in Chapter 5, attempts to convey sometimes difficult legal notions in simple language. In teaching legal rights, it is essential to stress the importance of assertiveness in claiming rights, and to convince people not to be afraid of the law or of judicial and administrative tribunals. Preventive consumer habits, necessary in a credit-oriented economy in which the balance of resources and information favors sellers, are blended into the curriculum to provide a comprehensive treatment of consumer self-protection.

It is our belief that a proper method can be devised to instruct creatively any trainee, provided that all trainees have basic reading and writing skills, and that suitable techniques can be developed by you and your trainees to re-teach any segment of the public, even illiterates. The key is matching the teaching method, the subject matter, and the target group. This manual provides instruction on how to choose an educational program (Chapter 2), select trainees (Chapter 3), organize and teach classes (Chapters 4, 5), and assist trainees to start programs of their own (Chapter 6). Also discussed are problems of staff and administration (Chapter 8).

One part of the report details special projects we undertook (Chapter 9). These may give you ideas for projects of your own. Lastly, there is a section on how to evaluate your efforts (Chapter 7). The longest section (Chapter 5) is a detailed explanation of how to teach 23 consumer topics. These can be used by you (after appropriate adaption, see Chapter 4) in whole or in any combination of lessons. Each lesson is both complete and explained in relation to the others.

Our program was located in a law school. The site was chosen because it seemed appropriate for a legal education program. Our experience has taught us, however, that there are many institutions that could serve equally well as the location for the program. Schools, private social and community service agencies, or even houses of worship could satisfactorily sponsor the program, given adequate space, support facilities, and staff (see Chapter 8).

For 30 months we sought to create and perfect our program. This report represents conclusions based on our experience at the end of that period. Our many false starts, disappointments, and shortcomings are generally excluded from the report. Rather, the report offers the latest evolution of our ideas and experiences. Had we more time, we undoubtedly would have continued to modify our ideas and programs. Nevertheless, we believe we have identified the essential elements of a successful consumer law training program, and we hope this manual will inform and inspire future training efforts.

Chapter 2. PROGRAM SELECTION

The aim of a consumer education program is to reach, either directly or indirectly, large numbers of people with information and skills adequate to make them sophisticated consumers. There are three ways to do this: direct education of the general public; paralegal advocacy training; and teacher training.

Educating consumers directly has several advantages. Programs can be specially designed for different groups (e.g., the elderly, high school students) or for the general public. Working directly with consumers guarantees that the information actually reaches its intended recipients. The drawbacks to direct consumer teaching are significant, however. Teaching small classes expends much energy in an inefficient way. Large classes, on the other hand, permit little, if any, discussion or feedback from class members, making it difficult to determine whether they learned anything and can apply their knowledge and skills to their lives. In any event, relatively few individuals are reached by such programs.

Advocacy training prepares individuals to act as intermediaries between people and business, administrative agencies, and judicial tribunals. Advocacy skills are very valuable to social workers and community workers whose job it is to help solve specific problems of individual clients. Mediation, negotiation, and dealing with bureaucracies are skills which must be taught, in addition to the particular rules of consumer law, in an effective consumer advocacy course. Agencies and community organizations which want to improve their ability to handle consumer complaints are ideal sources of trainees for this type of program.

Teacher training prepares individuals to instruct others in consumer skills and legal rights. Trainees can be professional teachers (in high schools, adult education programs, etc.) or staff members of social service agencies who work, for instance, with groups of young mothers, or any other person who is in regular contact with groups of consumers. The virtue of this type of training is that it reaches many consumers, by the pyramid effect of working through intermediaries, although the training group itself can be kept small, to make training effective. Trainees continue making valuable use of their skills even after the program ends. Teachers reaching specialized groups of consumers can proceed to design programs for their groups with sensitivity to their own particular groups' needs. Finally, this approach is a preventive approach to consumer problems (unlike advocacy training, which aims in part at resolution of existing problems).

The program described in this manual is one for teacher training We chose this type of training for several reasons. Because our pilot project was to last only 30 months, we thought that teaching teachers would have a more lasting effect than direct public teaching. Also, because there are so many private and governmental social service agencies in New York City we believed that there were many groups that would benefit from training. As a practical matter, the small size of our training staff (one full-time and two part-time attorneys) and our other projects (see Chapter 9) limited our ability to experiment with other forms of training.

Chapter 3. SELECTION OF TRAINEES

Selection of trainees is a more important stage of the program than it may seem at first glance. Faulty selection puts a dark cloud over all future efforts. Many of the problems that occurred during and after our training sessions could be traced back to improper choice of trainees. Thus, maximum effort and care must be spent to find the correct persons to train.

Specifically, you must plan your entire program - selection, training, and post-training activities - as a unified whole. The trainees selected must be able to handle the materials and participatory teaching methods of the classes, have time and interest enough to do the homework assignments, and be prepared to implement their learning in their own future community activities. If the trainees, either due to their own inabilities or the lack of their agencies' support, cannot satisfactorily complete the training and begin teaching programs of their own, then your efforts will have been in vain.

A trainee who can read and write at high school level can benefit from the program described in this manual. We found, however, that mixing together in one class persons of different abilities and different interests reduced the effectiveness of the training for all. We achieved the most when trainees came from organizations with relatively similar needs, and were persons of relatively similar abilities. Members of homogeneous training groups tended to find helpful ideas and support from each other. The importance of a homogeneous training group stems from one of the basic tenets of a successful training program, i.e., that the teaching, in both substance and method, must be carefully and intimately matched to the needs and abilities of those being taught. When we dealt with heterogeneous groups we pitched our presentation toward the middle of the group. Inevitably, the quick learners and those with more experience became easily bored; the inexperienced or less sophisticated trainees felt frustrated by the pace of the classes but were reluctant to ask questions out of embarrassment, inhibition, or a desire not to slow down the class for the others. When trainees were from very dissimilar organizations, we encountered a related problem, namely, not all lessons in the curriculum were of equal interest to all trainees. Trainees lacking interest in a lesson usually "tune out" to some degree; their negativity affects the entire group.

Selection Criteria

Trainees must be active, dedicated workers able to relate to and reach others, and they must work for an organization appropriate for consumer training. It is necessary, therefore, to develop selection criteria for both trainees and the organizations for which they work.

1. The Trainees

Our first principle of selection was to seek trainees who could make the best and most long-lasting use of the training. We excluded, therefore, as a general rule, people who were unaffiliated with an organization. By accepting only organization-affiliated trainees we could spread our efforts furthest. Several trainees were selected with the explicit understanding that they would re-teach not only the public but also other staff members, who would use the training in other programs within the larger organization. There were so many and varied organizations in New York City interested in consumer education that we didn't have the problem of not finding enough group-affiliated trainees to fill our classes. Also, by choosing employees of existing organizations it was possible to tailor the entire training program to the known needs of those groups.

Among our worst mistakes made early in our program was the selection of wrong types of people from the organizations to be trainees. We chose, among others, VISTA workers, volunteers and staff members with little authority in the organization. Soon after the end of our first and second training cycles we realized, to our dismay, that these trainees, though sincere during the training program, were unable to conduct their own consumer education projects. Some trainees left their organizations soon after training; some lacked sufficient influence within their organizations to compel them to divert resources to consumer education. For these reasons we decided to select only regular staff members who had the necessary authority to carry out a serious consumer education plan within their organizations.

2. The Community Groups

Selection of community groups must be done as carefully as selection of the trainees. Our experience with a large number of groups convinced us that the best were those that were well-established in the community, had a reputation for excellent service, had sufficient physical facilities for major program activities, and had an experienced, capable administration and staff.

We dealt with a variety of organizations. Some made excellent use of their training; others, while well-intentioned, were incapable of channeling their knowledge into effective community education programs. A summary of the performance of the groups we worked with follows. This list of groups is not meant to be exclusive, but merely suggestive of the kinds of groups that might benefit from consumer training.

Schools. We tried to interest individual schools and Board of Education departments in our training. Bureaucratic delays met us everywhere. Fortunately, we located one program, the Welfare Education Plan (WEP), a special project to teach language skills to immigrant welfare recipients. The teachers were anxious to communicate these skills in the context of a consumer education course. This training program was one of our most successful. All of the trainees were experienced teachers. In the course of training, they produced some excellent lesson plans for consumer classes. Some of the teaching methods described in Chapter 5 were derived from WEP presentations.

Our survey of the WEP teachers following the training session confirmed our expectation that these trainees would make excellent use of their training. The teachers reported that they had developed several language and math lessons centered around consumer concerns and that these were successful both as to subject matter and teaching method. The WEP trainees noted that the use of consumer law to teach language and math skills had the added benefit of communicating one of the most important messages that recent immigrants must learn - the necessity of asserting oneself when one feels unfairly treated by a merchant, serviceperson, government social welfare worker, etc.

Although we worked with this one school group only, we believe that schools offer an excellent source of trainees. Teachers are experienced, they need new and relevant materials, and they work in institutions whose only function is education.

Settlement Houses. Settlement houses are generally large, multi-purpose, private social agencies, many of which date back 50 or 75 years. These institutions have a long and solid history of working with poor populations. Programs at settlement houses cover a wide range of areas - social, educational, recreational, theraputic, and vocational. Settlement houses provided, perhaps, our best trainees because the institutions were well-established, had excellent reputations in their communities, and were generally well-managed. Trainees were skilled and had a deep understanding of the needs of their communities.

Community Corporations and Delegate Agencies. Community corporations are federally funded, community based anti-poverty organizations. They supervise delegate agencies which perform specific anti-poverty tasks, such as job counseling, drug abuse prevention, and community economic development. Unlike settlement houses, which started slowly and individually over many decades, the community corporations sprung to life in the 1960's as part of the War Against Poverty. Owing to several political and financial scandals and to a history of generally modest achievements, many of the corporations are untrustworthy and do not have good reputations in their communities. Some of the delegate agencies are located in cramped, dilapidated store fronts where formal program development is almost impossible. High staff turnover, low budgets, and constant program realignments characterize the poorly managed agencies. The trainees we dealt with from community corporations and delegate agencies ranged from the inspired to the inept. It is impossible to generalize about community agencies in this category. Suffice it to say that each agency must be scrutinized very carefully for deficiencies in management, staff, facilities and community reputation.

Government Direct Service Agencies. New York City has many government direct social service agencies. Because we worked with only a small number, no valid generalization can be made. We did, however, work with agencies that made maximum use of the training and some that made none whatever. Trainees from one social work agency provided a model for all of our other trainees. The two women who we trained taught the rest of their professional staff from the five boroughs of New York City. Some of these people then trained paraprofessional workers, who counseled people in their homes. We observed a class taught by an agency staffer (who was herself taught by our trainee) to 12 or 15 paraprofessionals. The staffer ran the class so well that the observation of this session was one of the highlights of our entire program. Government agencies, of course, must be investigated carefully, for problems of high staff turnover, lack of qualified personnel, and reputation for little accomplishment.

Community Centers. We called "community centers" independent, generally small, generally single purpose agencies, such as senior citizen centers. Some trainees from these kinds of agencies were quite successful, but their program development capacity was limited by the small size of their operations, their often heavy reliance on volunteer staff, and their institutional informality. Clearly, though, each agency must be evaluated on its own merits.

Block Associations. The very small number of block associations accepted into the program confirmed our general lack of enthusiasm for accepting any essentially informal organization. To the best of our knowledge none of the block associations we trained started any program.

Volunteer agencies. Volunteer agencies are organizations whose members volunteer their services in social and educational matters. Although these agencies seem to exhibit all of the negative qualities to be avoided in trainees - volunteer members and informal structure, for example - careful selection gave us a few qualified trainees. One trainee from a volunteer agency was able to use her training to give a series of lectures at high schools all across her county. While we rejected most members of such organizations, we did attempt to ferret out those that had done excellent work in the past and whose members were active and unusually dedicated individuals.

The Selection Process

1. Finding the Organizations

In order to attract community groups to apply to our program, we initially relied on media publicity. Announcements or press releases were given to the local newspapers, radio and television stations. This produced inquiries from a variety of organizations. This process proved inadequate because it did not give us a sufficiently large number of groups from which to choose. The random nature of the publicity attracted many inappropriate groups and excluded many very appropriate groups. In addition, we had not formed an adequately clear picture of the kind of group we really wanted.

The selection process for the second cycle sought to correct both the faults of low numbers of applicants and insufficient focus. First, we decided to seek primarily community groups that worked with poor people. Then, with this direction in mind, we sought to contact as many groups as possible. This was done by obtaining a list and description of every community social agency, and mailing to each agency a form letter and application form. Also contacted were several governmental direct services agencies. This effort produced a number of applications which gave us a large enough pool for a more focused selection. Even so, we decided that too much effort was required to find trainees by this method and that a better method was necessary.

For our third cycle we further narrowed our focus and intensified our efforts to find the right groups. We decided to recruit trainees from settlement houses located in the city's low income neighborhoods. All of the city's settlement houses were sent a form letter and application specifically addressed to the executive director. Rather than waiting for the agency to respond (as we had done previously) we telephoned all agencies. This produced a very successful training group.

Though generally pleased with the selection process we sought further refinement for the fourth cycle. Instead of form letter solicitations followed by telephone calls, we contacted two agencies with excellent potential trainees. We chose the Welfare Education Plan (WEP), a Board of Education program to teach language skills to the welfare population of the city, and United Neighborhood Houses (UNH), a citywide umbrella organization of settlement houses. The directors of these groups were contacted personally and meetings held. Working relationships were established. The CLTC staff and a designated agency official together selected the trainees and designed the training program. The WEP program was satisfactorily completed. The UNH program, unfortunately, was soon halted due to administrative difficulties within UNH. Although only one of the two specially chosen target programs worked, we felt that this selection method - aggressive recruitment of a very specific kind of group - produced the best training group.

2. The Application

We required every interested group to fill out an application (sample attached). A review of the applications permits rejection of some groups without further effort. Such factors as size of staff, number of people served, and general purpose of organization, though perhaps not conclusive, may indicate that the agency is unlikely to organize a successful consumer education program. Some groups may have good features but might not fit into your plan for a particular training cycle.

3. The Interview

Although we rejected groups based on the application, we accepted no group based on the application alone. Rather, we required an interview with the potential trainee, and with the agency or program director where possible. Interviews served many important purposes. They enabled us to learn more about the organizations, and to probe into the information on the application. For example, if the group claimed to serve 20,000 people per year, we asked how the figure was arrived at. By talking with the potential trainee we were able to make a "gut" as well as a professional judgment of the person's ability. Additionally, the interview enabled us to judge whether the trainees could capably plan their future consumer education programs. We asked where the program would take place; if there were facilities for the program at the agency, what kind of people the trainee intended to reach, etc. In addition to probing the qualifications of the group and the trainee, we explained carefully what the trainee was expected to do during the course.

Conducting the interview at the agency, as we sometimes did, gave us some idea of its physical limitations and its functioning, which helped us to form reasonable expectations about the group's program potential. Because of the personal nature of an interview many negative characteristics (that could later frustrate successful training) were discovered, including lateness for or missing appointments, lack of commitment, and lack of ability.

After all interviews were completed, some groups were asked to join the training session while others received form letters of rejection.

4. Institutional Commitment

After our first two training cycles, we realized that some properly selected trainees were having difficulty organizing consumer education programs due to a lack of support from within their agencies. To organize any worthwhile program requires staff time, some budget expense, and physical space. If the trainee is supposed to operate a new program, resources must usually be diverted from other programs. This diversion of resources may be hindered by institutional inertia, inefficiency, or politics, but the result is the same - no consumer education program.

To meet this problem, we added a step to the selection process: the CLTC-Agency Agreement (see sample). This agreement, which had to be signed and returned to us before the trainee could begin training, forced the agency director and trainee to acknowledge the responsibilities of the agency. Though phrased in the language of a contract, the purpose was not to sue for performance but to focus the agency's attention on the fact that, in return for the training, the agency must make real efforts to start an education program.

We did not charge the trainees a fee for our program. It may be better, however, to require some payment as a means of guaranteeing both institutional commitment and seriousness of purpose on the part of the trainees.

CONSUMER LAW TRAINING CENTER

APPLICATION

(Please type or print)

Name of Organization ______________________________

Address ______________________________ Tel. No. ____________

Director ______________________________ Date Founded ____________

Community Served ______________________ Affiliation, if any ______________

Check if Organization is ____________ corporation; if so, not for profit ______

____________ association

____________ social service agency

General Purpose of Organization ______________________________

____

____

Specific Activities ______________________________

____

____

____

Number of Persons Who Benefit from Activities (per year) ______________

Full-time Staff Size ______________ Part-time Staff Size ______________

How Many Representatives Can Actively Participate in C.L.T.C. Sessions ________

Present Consumer Activities, if any ______________________________

____

____

What Type of Ongoing Structure of Consumer Education and Advice Could be Established by Your Organization? ______________________________

____

____

Date ______________ Signature ______________________

Return this application to

William Epstein, Program Coordinator
Consumer Law Training Center
New York Law School
57 Worth Street
New York, N.Y. 10013

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

Consumer Law Training Center-Agency Agreement

Dear Applicant:

As we have discussed, the Consumer Law Training Center will be able to accept you as a trainee for the Fall 1976 semester, if your sponsoring agency fully supports your participation. The CLTC operates under a federal grant and is designed to train community representatives to be consumer teachers. Because we have a limited number of openings and many more applicants than we can accept, we can accept only those people who will be able to function as consumer teachers upon completion of the program.

The purpose of this letter is to set out the conditions under which we can accept you as a trainee.

The Consumer Law Training Center will do the following:

1. offer a training program in consumer law to ____________________(trainee) and provide necessary materials, at no cost to the sponsoring agency or trainee. This will include at least nine formal classes at New York Law School. A certificate will be awarded upon successful completion of the course.
2. make its professional staff available for follow-up discussions and meetings for one year after completion of the course.

The sponsoring agency and trainee agree that:

1. the trainee(s) will attend classes regularly and will complete class assignments.
2. after completion of the course, the trainee(s) will organize and teach a consumer course to the sponsoring agency's staff and/or community members.

Please indicate your acceptance of these conditions by having the head of your agency sign below. This form must be returned to me prior to our first training session. An extra copy is enclosed for your files.

Very truly yours,

William Epstein
Program Coordinator

Signature

Agency (Please print)

Title (Please print)

Name of Trainee (Please print)

Date

Chapter 4. TEACHING: PREPARATION

Planning Conference

To obtain some input from the trainees prior to the first class, we arranged a "Planning Conference" at which the CLTC staff and trainees exchanged views as to curriculum, format, expectations, and administration of the course (class times and place). This is a forum for determining what subjects your group would like to cover, resolving any questions prior to training, and getting the trainees acquainted with one another. Furthermore, it can be an opportunity to emphasize to the group the purpose of the training and the expected community action following the training.

We held planning conferences prior to our first two training cycles. By the third and fourth cycles, we had carefully selected our training groups to match our proposed course and we decided to dispense with the planning conference. Thus, as a generalization, the more carefully you select training groups and match your curriculum to their needs, the less you will need planning conferences.

Teaching Skills Component

For teaching people who will themselves be teaching consumer topics in a formal class or lecture setting, we strongly recommend that the training include a teaching skills component. We did this by asking each trainee to choose one topic in the curriculum, develop a teaching plan for that topic, and present the topic to the group. Trainee teaching generated creative thought by the trainees on how to teach specific consumer topics, and led to the creation of lesson plans which could be used by all the trainees in their future teaching. After the trainees had presented their classes, we gave them the opportunity to discuss together the problems of teaching consumerism, in the final training session. Experienced teachers as well as neophytes benefited from this experience.

One important danger in this concept must be noted. If the number of trainees is large, the trainees will wind up teaching a significant part of the curriculum. This occured in one of our training cycles, and it generated some negative feelings, since the trainees expected to be taught by consumer experts, not by each other. In this situation, it may be necessary to have some topics taught by two trainees, or to divide certain topics into several distinct parts, to keep down the number of trainee-taught subjects.

We ran two training cycles incorporating a teaching skills component. In one, we devoted a full day to trainee teaching. For the other we blended trainee teaching with CLTC staff teaching throughout the term. The all-day session arose out of necessity, not design. Because we thought of this concept late in a training cycle, the only way we could incorporate it into that cycle was to have all the trainees teach at a final session lasting from 9:00 a.m. to 5:00 p.m. We considered the session a success, but we felt that the experience was too exhausting for maximum efficiency. This realization led us to plan in the following cycle to integrate the teaching experience into the general class schedule.

We assigned trainee teaching topics and explained the procedures at the first or second class, so that trainees would have the maximum amount of time to prepare. We chose as trainee topics those which involved a relative minimum of law, saving for staff teaching the topics relating to litigation and credit problems. After the topics were assigned we discussed the two separate tasks involved: gathering of materials and choice of teaching method. First, we described in detail resource acquisition techniques (see exercise appended to this chapter). We next explained that, while searching for materials, each trainee should also be thinking of how to present the topic to the class. Trainees with little teaching experience may doubt their ability to find an interesting approach. We worked with them on teaching method (see instructions for Trainee Presentations, attached).

As part of the preparation for trainee teaching, a staff teacher met with each trainee individually. The primary goals of these individual meetings were to guide the gathering of information, to make sure the trainees understood their topics, and to discuss problems and allay fears. Because this assignment may be difficult for some trainees it is important to be supportive and positive. Practical assistance (e.g., photocopying of teaching materials) may be needed by certain trainees.

You may wish at these meetings to offer your materials to the trainees (as an addition to, but not a substitute for, their own resource acquisition efforts). By opening your library to the trainees, you guarantee that every trainee will have at least some good material. The drawback is that some trainees may take resource acquisition less seriously if they know you will definitely supply their needs. We found some trainees initially reluctant to put in the time needed to gather materials.

When trainees present their topics they should be completely in charge, with the staff acting as ordinary participants. Even if a trainee made an error of law or other major error, we always let the presentation conclude without a disruptive (and perhaps embarrassing) correction. The presentations are practice and part of practice is making mistakes. We did, however, make specific corrections after the completion of the presentation, and we distributed our outline on the subject. At this point corrections make sense and are minimally embarrassing.

We provided trainees feedback on their teaching techniques by two methods. First, we held an individual critique meeting with each trainee as soon after the presentation as possible. Second, a group critique occurred at a Teaching Skills Workshop, which we held as the last class of the course (see following chapter describing the class).

Resource Acquisition

We devised a resource acquisition exercise to assist trainees to acquire consumer materials for their own programs. There are three ways to present this. One is to simply give out and discuss the resource acquisition information sheets (appended to this chapter) and trust the trainees to make good use of the information in the future. Another is to assign the special exercise (also appended) as part of the trainee teaching (see above section). Lastly, it may be presented as an independent homework assignment (if an independent assignment, you can review each trainee's work individually or discuss the task generally with the group as a whole).

Because we did not develop the resource acquisition exercise until late in our program we only presented it once, as part of trainee teaching. Trainees completed the exercise as part of their topic assignment and handed in their findings along with their lesson plans. A moderate amount of resistance to the resource acquisition exercise was exhibited by the one group required to do it. We emphasized, however, the critical importance of trainees being able to find new information, and ultimately most trainees in the group agreed. In spite of the resistance, most trainees who completed the exercise felt that it was very valuable.

The resource acquisition information sheet and resource acquisition exercise must be adapted to the resources of your community.

Materials

For each class session we prepared a detailed written outline summarizing the day's topic. These outlines were handed out to the trainees prior to class, to be read in advance of the training session. The outlines also served as a reference tool for the trainees following completion of the course.

The outlines appear in Chapter 5. We prepared them so that we could have the maximum control possible over the substance and method of our presentations. Writing our own materials permitted us, for example, to exclude all legalistic language from the course and to distribute materials geared exclusively to our area.

These materials can be supplemented with other materials prepared by federal, state and local consumer agencies. Care must be taken, however, to insure that no materials are used which are too complex for your audience, or too simple. Further, booklets and brochures prepared by public agencies vary greatly in quality, and must be reviewed for accuracy, comprehensibility, and completeness.

The outlines and other materials in Chapter 5 present the law at the time of the most recent outline revision (see date on outlines). The outlines must be updated, for possible changes in the law. References to New York State and local law appear which may not be relevant to your area. Many of the outlines, however, deal with federal law, or with practical consumer advice, and will need little, if any, revision.

Some amount of legal research will have to be done to adapt our materials to your needs. If you do not have a lawyer on staff, you may be able to consult a lawyer in the community or at a consumer agency (see Chapter 8).

It is important for you, the trainer, to keep abreast of new developments in the consumer field. We did this in several ways. We subscribed to the New York Times and "Consumer Reports," and started a clippings file of consumer articles. We put ourselves on the mailing lists and requested publications lists from federal, state and local government agencies, in particular the Federal Trade Commission, Food and Drug Administration, Consumer Product Safety Commission, and the local Department of Consumer Affairs. A very good idea is to get the free monthly list of Selected U.S. Government Publications, Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Also, the U.S Office of Consumer Affairs publishes a very helpful newsletter entitled "Consumer News" (write to Consumer Information Center, Pueblo, Colorado 81009, one year subscription - $6.00). There are two private consumer organizations with informative newsletters: Consumer Union News Digest, Consumer Union of U.S. Inc., Mount Vernon, New York 10550 and American Council on Consumer Interests, 162 Stanley Hall, University of Missouri, Columbia, Missouri 65201. Finally, we acquired a number of the outstanding books on consumer issues, e.g., Magnuson & Carper, The Dark Side of the Marketplace; and Caplovitz, Consumers In Trouble and The Poor Pay More.

Speakers and Films

Seeking an outside speaker is perhaps the first thing most people think of when they lack confidence to present a certain subject. Although bringing in a speaker is a valid teaching method, it must be approached with great caution. Speakers must be evaluated on three bases - their knowledge of the subject, point of view on the subject, and ability to teach. This investigation must be done sufficiently in advance of the class to permit alternate arrangements to be made should the speaker prove inappropriate.

Subject matter knowledge is relatively easy to determine from conversations with the person and some investigation of his or her background. Point of view, however, is a more subtle issue and requires some probing. To determine whether the person's attitude is similar to yours, you will need to ask some pointed questions. Otherwise you risk finding yourself in a situation similar to ours, when a guest speaker on Small Claims Court spent most of his talk criticizing consumers who don't pay their debts, rather than explaining how consumers can sue in Small Claims Court.

Unless the guest speaker is an experienced teacher, it is a good idea to impress on him or her the importance of teaching method. Probably, you should meet several times with the speaker to plan an interesting method. Our most successful speaker was the one with whom we had met most often prior to his presentation, and who had prior teaching experience.

Films are sure attention grabbers. The only warning we have concerning films is that you not be lulled by a good title. View the film in advance. Even if the film is basically good, it may contain out-of-date information that you must correct, or have other defects.

In addition to acquiring films, you can easily take your own slides of matters that you will discuss. This was our approach in the "Supermarket Traps" lesson and it worked very well.

Nature and Location of Teaching Room

Training may be conducted on the trainer's premises, at the building of a trainee, or at a convenient location in the community. We experimented with two locations for our classes. Most classes were held at New York Law School, which was conveniently located and where comfortable seminar rooms were available. Being on our own premises enabled us to be close to our files and other resources in case an unexpected problem arose. Holding the classes in a law school gave a sense of professionalism and impressed trainees with the seriousness of the course (although some trainees may have been intimidated by this setting).

For one training group, classes were held at a community center. Some problems arose when we were dependent on an outside organization for space: the room allocated was not always vacated on time; pressure to leave on time cut short informal conversations after class; the room was not always properly supplied with chairs, etc. The disruptions possible when you are not in control of the classroom space thus can be considerable.

No matter where your room is, it is essential to choose space that is well-lit, airy, and relatively quiet. We attempted to create an environment that was informal, yet conducive to serious discussion. To those ends we arranged the rooms in a roundtable design which encouraged personal face-to-face contact among all people in the room, with the trainers included as part of the group.

Length and Time of Day of Classes

As a general rule if you schedule classes for longer than one hour you might as well hold a two-hour class with an optional break after one hour (optional in that you can plan a break or wait to see whether the situation at the time seems to demand it). Most people find that paying attention for longer than two hours is difficult, even with breaks. All of our classes were conducted in this two-hour format, with one class held per week. An alternative, of course, is to hold more intensive training, completing the entire course in a few full days. We did not attempt this, although it is a common training method.

Trainees who are paid staff workers in their organizations will very likely prefer to have classes during business hours. Volunteers may want classes after ordinary office hours. If the training takes place in certain neighborhoods perceived as dangerous after dark, trainees will only come during the day.

Team or Individual Teaching

A single teacher provides focus and undivided authority, but perhaps no one person on your staff will feel comfortable teaching all of the subjects and supervising all of the methods used. Team teaching permits the teachers to support each other and gives the trainees a choice of persons with whom to identify. At every training session we used two teachers and always the same two throughout any series of classes. We found this method very satisfactory. The different personalities and styles gave variety and added liveliness to the sessions.

Teaching Methods

The description of the classes in Chapter 5 represents one step, the latest, in a 30-month evolution. If our program was to have continued, unquestionably the evolution would have continued in the same direction it had already taken - toward increased diversity, creativity, and sophistication of presentation. As you will see, our best presentation methods have one very important feature in common - maximum participation by the trainees. We found, as an unvarying rule, that the more the trainees were involved in a presentation, the more successful the class was. Thus, we urge that you design more participatory teaching methods for those classes in which we relied upon lecturing. At a minimum, even if your presentation method for a particular class is a lecture, ask for questions, comments, and personal experiences.

Homogeneous or Heterogeneous Classes

As our program progressed, we began to feel more and more certain that classes were best organized with trainees who were relatively similar as to level of sophistication and type of community organization served. Homogeneous training groups are best because you can tailor teaching methods, curriculum and class discussion to the needs, interests and abilities of all trainees (see Chapter 3 for further discussion).

Certificate of Completion

Trainees who completed the program successfully were given a "Certificate of Completion" (see attached sample). The distribution of the certificates provided an opportunity for an upbeat, ceremonial end to the training sessions. Many trainees displayed their certificates prominently at their offices to lend credibility to their consumer programs.

Preparing for the First Class

An introduction technique, or "ice breaker," can be used to begin the first class when the trainees are people from different programs who do not know each other. This makes the trainees more comfortable with each other and more willing to participate in class. Feelings of comradeship among the trainees may also lead to important inter-agency contacts following the training cycle.

There are numerous ways to conduct an introduction exercise. One simple way is to have each person talk about him or herself for a few minutes. Another more interesting way is to ask each trainee to talk with one other trainee for 5 to 10 minutes, find out about that person's work and professional background, and then introduce the person to the group. The merit of this technique is that it accustoms the group to the kinds of interactive experience that should characterize much of the training.

Also valuable at the outset of training is an explicit statement by the trainees about how they will use the training to further their own community program. It is important to keep the purpose of training in mind throughout the course.

Following this discussion, distribute and discuss the curriculum. Explain the classes, and where appropriate, the resource acquisition exercise and trainee teaching. The nature and time requirements of the out-of-class assignments should be explained briefly at the first class. Each out-of-class assignment we gave during our training sessions is explained in the discussion of the course topics in Chapter 5. We always noted that the purpose of homework was not to give "grades" (which we never did) but to make sure that every trainee has the experience of applying the material learned. It should be noted that trainees may object to "homework" (the term itself generates resentment); if this is so, it is best to resolve the issue at the outset, or it will sour the entire course. It is possible to have some assignments done in class, but others must be done out of class or dispensed with entirely.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

joint project of:
k Law School
Public Interest Research Group, Inc.
Legal Services Corporation B

RESOURCE ACQUISITION ASSIGNMENT

The subject matter outlines prepared by the Consumer Law Training Center are designed to provide a broad overview of the topics to be covered in class and not to be definitive texts on the subjects covered. In the course of your consumer program efforts, teaching and counseling, you will doubtless have many occasions to look for more information on the subjects covered in the course and to find information on other subjects. Since consumer law is a rapidly changing field, you should develop the habit of continually updating your knowledge.

There are six important sources of consumer information--government agencies (federal, state, and local), private organizations, books, periodicals, films, and speakers. For this assignment, you will research the subject that you will teach later in the term.

Government Agencies

There are three levels of government that make legislative and administrative rules, regulations, and procedures that govern New York City--the federal government, the state government, and the City.* Remember that the laws of all three are valid in New York City, but that the laws of other jurisdictions, such as New Jersey, Nassau County, etc., are not.

For this assignment, list the full names, addresses, and telephone numbers of all federal, state, and local agencies that may have information relevant to your subject. "See "Where To Complain, To Whom ..., and About What ...," New York State Consumer Protection Board, for a list of agencies.)

Contact each office and find out if the agency has a publications list. Also see if it has a mailing list, to which your name can be added.

*The Department of Consumer Affairs, 80 Lafayette Street, New York, NY 10013, has promulgated a number of consumer regulations which affect only New York City. It is good to be aware of them and you can obtain the department's regulations from Jean Ende, Director of Public Information (566-5046) and add your name to its mailing list. Although many of the regulations contain legal and technical language, they let you know that there is a regulation on a subject and you can call the Department for explanations when necessary.

Obtain all publications and pamphlets on your subject. List these by complete name and year of publication under the name of the agency.

If you need more information than is contained in the pamphlets, interview a staff member of the agency either in person or by telephone. List under the agency the name and full title of the person you spoke with, the date of the conversation, and a summary of the information received.

Private Organizations

There are a multitude of private organizations in the New York City area and elsewhere that may have information and publications relevant to your subject. Remember that new organizations are constantly forming, especially coalitions for particular purposes, and that old ones are disbanding. Make sure to watch for word of new organizations in newspapers and magazines and to ask groups you are familiar with whether they are aware of new and esoteric organizations.

Following is a list of some useful organizations. Contact those which seem relevant to your topic.

1. New York Public Interest Group, Inc., 5 Beekman Street, New York, NY 10038, 349-6460, is a non-profit research and advocacy organization concerned with issues of consumerism, energy, government accountability, and social justice. A stamped, self-addressed envelope and a written request will get you a copy of its publication list.

2. Community Service Society, 105 East 22nd Street, New York, NY 10010, 254-8900, is a multi-purpose citizen advocacy organization active in the fields of consumerism, housing, and health.

3. Consumers Union, 256 Washington Street, Mount Vernon, NY 10550, (914)664-6400, publishes CONSUMER REPORTS and has an excellent library of consumer literature, which you can use by appointment. Call or write: Ray Struglia, Director of Staff Information Services.

4. Center for Medical Consumers and Health Care Information, Inc., 410 East 62nd Street, New York, NY 10021, 752-8558, has, among other things, a free library of tape-recorded messages about health.

5. American Civil Liberties Union, 22 East 40th Street, New York, NY 10018, 725-1222, has many useful pamphlets about topics such as picketing, leafletting, and discrimination.

6. Consumer Help Center, 346 West 58th Street, New York, NY 10019, 262-8252, handles individual consumer complaints, and is also a valuable source of information on many consumer problems.

Detail which agencies (including those not on this list) you contacted and what information, publication, and mailing lists you received. When you contact these agencies, make sure to ask them to refer you to other agencies. List the full names, addresses, and telephone numbers of all private agencies that you contact.

Books

The best source of books is the public library, particularly the Main Branch (5th Avenue and 42nd Street) and the Donnell Branch (20 West 53rd Street). Look at the card catalog in the library under various headlings, including your specific topic and topics such as "consumerism." Also check in a good bookstore for paperbacks in your area. Make a list of the name, author, date of publication, and publisher of all books that you find helpful on your topic.

Periodicals

There are two sources of information you must investigate--the NEW YORK TIMES INDEX and the GUIDE TO PERIODICAL LITERATURE. Familiarize yourself with these indexes. Remember to look for information under several different topic headings, including your precise topic, "consumerism," "consumer law," etc. List the title of the article, author, periodical, and date of all articles you find helpful to your research. Another excellent source of information is the free quarterly list of free and low-cost pamphlets published by the federal government. To receive the list write: Consumer Information, Pueblo, CO 81009.

Films

Films can be an exciting and informative way of presenting new and difficult materials, but they vary in quality. Screen them before showing them to your group. The best source of films is the Donnell Library Center Film Library (20 West 53rd Street, New York, NY 10019, 790-6418), open Monday and Thursday from 9:30 a.m. to 6:00 p.m.; Tuesday, Wednesday and Friday from 9:30 a.m. to 5:30 p.m. A catalog of the available films can be seen at the library or can be obtained for $5.75 either at the library or by mail from Mrs. E.R. Sabow, Office of Branch Libraries, 8 East 40th Street, New York, NY 10016. (Make checks payable to "New York Public Library.") Once you select the film or films that you want, you fill out a request form which takes four to six weeks to process. If the film is available on the date you requested you will be so informed. If the film is not available, you will be given a choice of alternative dates.

List and describe briefly all of the films in the Donnell catalog and supplements that might be relevant to your topic, even though you may not have time to view them all.

Speakers

Some of the government agencies and private organizations that do work relevant to your topic may have speakers programs. One good source of speakers is the Attorney General's office (write: Karen Gantz, State Department of Law, Two World Trade Center, 47th Floor, New York, NY 10047). Before you use a speaker for your class, however, you should meet with the person to make sure that he/she is knowledgeable and sensitive to the needs of your students. You should feel free to fill the speaker in on what you want and/or need.

List the organizations that could provide speakers for your classes on the subject that you are preparing.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

joint project of:
[illegible] Law School
[illegible] Public Interest Research Group, Inc.
[illegible] Legal Services Corporation B
Brooklyn

INSTRUCTIONS FOR TRAINEE PRESENTATIONS

You have been assigned one topic which you are responsible for preparing and teaching later in the term (see curriculum for schedule). A one-half hour session will be scheduled for the topic, but be sure to leave some of that time for questions and answers. Some of you will probably not need the entire half-hour--it's fine if you run under.

One of the two CLTC staff teachers is assigned to each of the topics (listed below) and will be available to help you prepare and to sit in on the class with you. It is essential to make an appointment with your staff person as soon as possible after you begin preparation, or no later than one week before your presentation. (They will be available throughout the week, including before and after the CLTC sessions, by appointment.) There is also a wealth of background material in the CLTC library which they will help you locate.

You should either find already existing materials or write your own materials for distribution during your presentation. (Make sure to have enough copies for everyone.) Remember, that you should gear your presentation to the sophistication level of your co-trainees, even if you will later work with less sophisticated people.

TOPIC		
Utility Companies (Con Edison & the Telephone Company)	Nancy Kramer	349-6460
Supermarket Traps	Bill Epstein	966-6353
Drugs: Prescription & Over-the-Counter	Nancy Kramer	349-6460
Food Labels	Bill Epstein	966-6353
Picketing, Leafletting, & Boycotting	Bill Epstein	966-6353
Food Co-ops	Nancy Kramer	349-6460
Funeral Services	Nancy Kramer	349-6460
Vocational Schools	Nancy Kramer	349-6460
*Repair Frauds	Bill Epstein	966-6353
*Mail Problems	Bill Epstein	966-6353

*Optionable topics which may not be included in curriculum.

Consumer Law Training Center

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013

Certificate of Completion

This is to certify that ______________________________
has completed the basic course of studies in consumer advocacy at the Consumer Law Training Center.

The Consumer Law Training Center is a joint project of New York Law School, the New York Public Interest Research Group, Inc., and Community Action for Legal Services.

Date ______________________ ______________________

Stephen Newman, *Director*

Chapter 5. THE CLASSES

The curriculum must be tailored to suit the particular needs of the training group. In this chapter, we present all the topics we taught. Depending on the audience, some topics may be dropped, or replaced by new ones. It is of utmost importance that the list be carefully examined for each new group of trainees, so that only relevant topics of current interest to the community be incorporated into the training program.

The lessons which follow are:

1. Basic Consumer Skills
2. Utilities
3. Door-to-Door Sales
4. Supermarket Traps
5. Food Labels and Nutrition
6. Market Surveys
7. Budgets
8. Picketing, Leafletting, & Boycotting
9. Credit - What It Costs & Where to Get It
10. Credit Reporting
11. Credit - Sex Discrimination
12. Credit Unions
13. Bankruptcy
14. Debt Collection
15. The Consumer As Defendant
16. Small Claims Court
17. Choosing and Working with Your Doctor
18. Drugs: Prescription and Over-the-Counter
19. How to Buy a Used Car
20. Repair Frauds
21. Funerals
22. Food Cooperatives
23. Teacher Workshop

1. Basic Consumer Skills

Substance

Basic Skills is a topic specially prepared for the first subject matter class. First and foremost, it introduces the idea that becoming a competent consumer is based on acquiring certain habits and attitudes. Keeping good records, for example, is a basic skill that, though simple, is not often practiced by consumers. Records are critical to complaining effectively and are essential in Small Claims and Civil Court consumer cases (per lessons 15 & 16). The technique of writing complaint letters is also introduced in this lesson. Complaining, and most particularly complaining by letter, is the first line of defense for the consumer. The first homework assignment of the course is a letter writing assignment.

Also introduced in this lesson is the basic law of retail instalment contracts, the kind of contract used for a great number of consumer transactions in America. Along with an explanation of retail instalment purchasing, the lesson covers the merits and demerits of the three methods of consumer buying - cash, credit, and lay-away.

Finally, the lesson suggests things that can be done to assert group or individual consumer grievances. A local consumer group can have an impact significantly beyond that of an individual (a theme elaborated upon in lesson 8).

Teaching Method

We tried to distribute the outline in advance for this and all other topics. Prior distribution gives the trainees the chance to familiarize themselves with the materials so that the discussion of the outline can focus on difficult areas rather than covering every single point. This rationale is the same for all lessons where advance distribution is indicated. Since this is the first lesson, you may choose to distribute the outline at the preplanning conference, or mail it in advance.

Besides reviewing the highlights and difficult points of the outline, you can focus discussion on two tangible items, the sample contracts and model complaint letter (attached to outline). The sample contracts open up for discussion all you want to say about contracts. Similarly, the model complaint letter serves as the basis for your advice about complaining and for the first homework assignment.

The complaint letter assignment was done as follows. After discussion of the model letter, and such related points as return receipt mail, a hypothetical fact pattern was distributed. Trainees were asked to compose a complaint letter based on it for the next class. The letters were collected at the second class, and reviewed by the staff. Comments and corrections were written on the letters. We didn't give this, or any other assignment, a "grade," nor did we write only critical comments. Rather, we praised something in each letter, and also pointed out the errors and made constructive suggestions as to accuracy, conciseness, and inclusion of all relevant points. At the third class, the letters were returned and several read aloud for general discussion.

Explanation

The importance of preventive skills cannot be overstressed. Given the complexity of consumer problems and the difficulty of finding legal help, prevention is the best tactic. Future topics are foreshadowed here, such as cost of credit (lesson 9). The general tone of the course is set by the emphasis on development of skills which enable consumers to cope with the hazards of the marketplace.

Problems

The main problem encountered here, as in all "wise habit" lessons, is the always strong resistance of people to changing their habits. It must be emphasized strongly that these habits are the foundation of assertive and self-protective consumer behavior.

Another problem is that the discussion of contracts, particularly the Truth-In-Lending law part, raises for the first time the intimidation most people feel with legal matters. All you can do here is explain the legal terms as simply and thoroughly as possible. We always made a point to say that the intimidation factor itself in this and other lessons should be acknowledged, discussed and conquered. This is one of your primary tasks during the term.

Other Possibilities

A Basic Skills lesson plan was developed by one of our teacher trainees. The plan, meant to teach both consumer skills and general vocabulary, involves role playing and thus more class participation than our method. The procedures are clearly described in the plan. Although this plan was never implemented in our class, we think that it is excellent and can be adapted for many different kinds of groups.

Materials

a.) Outline (including model complaint letter). Change the model complaint letter for a store in your area so that people get actual practice in finding the person in charge of a store.

b.) Sample contracts

c.) CLTC Consumer Frauds Poster. This poster was designed for use by trainees either on agency walls or as a teaching tool. Although we never used it in class, we feel that it could provide the basis for a discussion of poor consumer decision-making.

Bibliography

a.) Sylvia Porter, The Money Book, Doubleday, New York, NY 1975
b.) Cartwright and Patterson, Been Taken Lately?, Grove Press, New York, NY 1976
c.) Consumer Reports (in general), Consumers Union, Mt. Vernon, NY
d.) Consumer Reports' Buying Guides, Consumers Union, Mt. Vernon, NY
e.) Help Almanac,Consumer News Inc., Washington D.C. 1976
f.) Magnuson W. & Carper J., The Dark Side of the Marketplace, Prentice-Hall, Inc. Englewood Cliffs, NJ 1971
g.) Caplovitz, The Poor Pay More, The Free Press, New York, NY 1967

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

BASIC CONSUMER SKILLS

What is a "consumer"? For our purposes, anyone who uses or buys goods or services. (Examples: Consolidated Edison customer, doctor's patient, and purchaser of used car are all consumers.) Although the situations vary, as does the amount of time and energy worth spending, there are fundamental consumer skills that can be learned and used in most situations.

I SAVE MONEY

A. Plan your purchases -- make shopping lists. Don't buy on impulse.

B. Comparison shop. For big purchases, especially, don't stick to neighborhood stores or the first store you go into. Check out the prices at several stores (and in different neighborhoods). Find out when items will be on sale.

C. Seek information on quality as well as price:

1. from friends and others who know the field;
2. from published sources, like Consumer Reports and newspaper shoppers' columns.

II AVOID BEING CHEATED

A. Deal with reputable sellers.

1. Ask other people about their experiences.

2. Never go back to a seller who has tried to cheat you, and warn others about your experience.

3. It's worth travelling a little out of your way, at least for big purchases, to deal with a reasonable, fair seller.

B. Don't buy because of high pressure tactics. Be suspicious and question all sales pitches -- the law allows "exaggeration".

C. Watch out for the common unfair sales tactics.

1. Bait and switch -- store advertises a special deal, and when you go there, they try to pursuade you to buy something more expensive. It is unethical and illegal.

2. Turnover -- several salespersons try to convince you to buy more and more expensive items, offering phony "markdowns".

3. Pressure to buy now -- salesperson tries to force you to decide on the spot, without giving you the chance to talk it over or think about whether you want to buy.

4. Free offer -- a seller doesn't give anything away. Whatever you get for "free", you are paying for one way or another. (Occasionally, a store will give away a free sample to introduce a new product, or will sell something at a loss in order to get people to come into the store and, hopefully, buy other things too.)

Be assertive. When confronted with these tactics or others that seem unfair, leave the store. (If you feel strongly about it, write a letter to the manager telling about your experience and your intention not to shop there again.)

D. Beware of ordering merchandise by mail from stores which you don't know.

1. It is very difficult to complain and to get satisfaction from a company which is far away.

2. There is a high percentage of dishonest, fly-by-night sellers among those who advertise mail order goods.

3. Never deal with a company which gives only a post office box as its address.

III MAJOR PURCHASES

A. Contracts.

1. What is a contract? Anything that you sign in which you agree to pay money is a contract. It does not have to have the name "contract" on it and unscrupulous salespersons may call a paper a "receipt" or say they "just need to get your signature here" to make you believe that you are not signing a contract. Don't believe that and don't sign anything you don't understand.

2. Read it all -- get someone to help you if you can. Don't sign on the spot -- it's impossible to understand most contracts after one quick reading.

3. A retail installment contract is one by which you buy on credit (or pay in installments). Federal law (the "Truth-in-Lending" Law) requires that all retail installment contracts

contain certain important information. Be sure to look for:

(a) total price (or deferred payment price).

(b) cash price -- what it would cost if you paid in one lump sum.

(c) the cost of the credit (how much more you are paying because you aren't paying for it all at once, in cash). It must be expressed in two ways:

(1) "finance charge" -- the total dollar amount paid for credit;

(2) "annual percentage rate" -- the rate of interest charged.

4. Be sure all the blank spaces are filled in.

5. A cosigner must pay if the buyer doesn't -- so be sure you are willing and able to do that before agreeing to be a cosigner.

B. Alternative ways to pay: cash, credit (installment), lay-away.

1. Don't use lay-away.

(a) The item, or a similar one, will almost always be available later.

(b) You shouldn't trust the store with your money.

(c) You get no interest on your money -- save at a bank instead.

(d) You may be penalized if you miss a payment.

(e) You can't change your mind.

2. Cash is better than credit. "Cash" means checks and money orders, as well as bills and coins.

(a) Always compare the cash and the credit price. Cash buying can be much cheaper. Therefore, it is usually more economical to save for big purchases.

(b) Credit is more confusing (and it is difficult to compare prices).

(c) You may really need your credit at a later time.

(d) Credit buying can have severe consequences if you can't keep up the payments:

1. harrassment by collection agents;
2. court case (time, expense, embarrassment);
3. loss of the item after you have paid much of the price;
4. garnishment of wages.

IV KEEP RECORDS

A. Do it. You should always keep all records (papers) about everything you pay money for. Save them in a safe place, because you never know when you will need them and they may mean the difference between getting your money back and getting taken.

Among the papers you should save are: contracts, receipts, cancelled checks (they can serve in place of receipts for some purposes), warranties, estimates, service records, copies of complaint letters and answers, and all other papers connected with purchases or payments.

B. Receipts -- Never pay money without getting a receipt. They do two things:

1. prove that you paid --the amount, names, and date should be included;

2. prove what you paid for -- an exact description should be included.

C. Business records -- make notes (with date and name of person dealt with) every time you deal with someone in person or on the phone about a consumer problem.

V COMPLAIN

A. Telephone or letter? An initial telephone call can sometimes resolve a problem. If it doesn't, you may be better off writing a letter.

B. A complaint letter should be short, factual and firm. (A sample one is attached.) If possible, typewrite it. Be sure to include in it:

1. date written;
2. names and addresses of buyer and seller;
3. dates of purchase, of any payments, and of problem;
4. descriptions of goods or services;
5. statement of the problem;
6. your request -- what you want done (repair, exchange, or refund, usually);
7. what you will do if you don't get satisfaction. State a definite time and include your intention to complain to government agencies (specify which ones) and to pursue the matter if you intend to do so.

C. Address any letter to or telephone someone in a position to grant your request, like the owner or manager. Find out that person's name first. Executives or managers are more likely to see that your request is granted, because they are more concerned than the salespeople with preserving the store's reputation or at least keeping it out of trouble.

D. Keep copies of every letter and make notes on every telephone call. It is always a good idea to send important letters by registered mail, return receipt requested.

VI COMMUNITY GROUP ACTIVITIES

A. Keep a file system on the stores in your community. Include this information:

1. store name, address, phone, manager's name, and owner's name and address; (A letter for obtaining this information is attached. It has another purpose because sending such a letter puts stores on notice that people in the neighborhood are organizing and have some power.)
2. a list of all problems that arose and how they were resolved.

B. Maintain a library of consumer product information and offer help in using it. Include: pamphlets from government agencies, articles from Consumer Reports and newspaper columns.

C. Survey prices in neighborhood stores for important items like staple foods, prescription drugs, and furniture.

D. Set up meetings on behalf of the community's consumers with managers of stores that have repeated problems. (See attached sample letter requesting such a meeting.)

E. Help people who want to start checking accounts, or need help in working out their personal finances.

SAMPLE COMPLAINT LETTER

[Date]

[Company President, Store Manager, or Store Owner,
by name if possible]
[Store Name]
[Address]

Dear Sir or Madam:

My name is John Jones and I live at the address below.

On September 4, 1975, I made a cash deposit of $20 at your store toward the purchase of a new kitchen table, Columbia Furniture model 23; color, yellow. The salesman I dealt with said his name was Rick. I took a receipt for my deposit. On September 6, 1975, I paid the total balance of $64.87 by my personal check. On September 11 your store delivered to my house a scratched, white table that bears a label, "Americana #7." My wife, who was at home at the time, objected to the scratch in the table but didn't realize that the table delivered was not the model paid for. The delivery men told my wife they would have the store send someone to repair the table and she accepted delivery.

The table delivered is not acceptable to me. Please deliver the table that I paid for and take the other one away, or else refund my entire payment of $84.87. If you have not complied with my request by September 19, 1975, I will forward my complaint to the Furniture Industry Consumer Advisory Panel and the City Department of Consumer Affairs. My ultimate recourse will be to sue in Small Claims Court.

Sincerely,

John Jones

[Address]

LETTER SEEKING INFORMATION ON LOCAL STORE OR BUSINESS

(This letter should be typed.)

[Date]

Manager (name if known)
[Store Name]
[Address]

Dear Sir or Madam:

[Name of community organization] is working to better the life and economy of our community by improving communications between local stores and businesses and their customers. We would like to have available a reference list of certain basic information about the stores in our community.

Would you please join this effort by answering the questions below and returning this letter to us [in the enclosed envelope]?

Thank you very much.

[Organization's name &
Address]

Full name of your store or business:

Address:

Corporate name and address (if any):

Telephone:

Hours of operation:

Manager's name:

Name of owner (Individual, partners or corporation):

Nature of business:

Policy on returns (if applicable:

LETTER REQUESTING MEETING WITH STORE PERSONNEL

[Date]

Manager (name if known)
[Store Name]
[Address]

Dear Sir or Madam:

In our efforts to improve the life and economy of our community, we have become concerned over repeated complaints involving your [store, business] with regard to your policies in the area of [nature of problem(s)].

We feel it would be helpful if we could meet with you and other representatives of your [store, business] to present your customers' side of this problem and to try to work out a solution with you. This could bring about a real improvement in the relation of local residents to your [store, business].

Please call [consumer worker's name] at [telephone number] and we will arrange a satisfactory time and place to meet.

We sincerely hope that we will be able to resolve what seems to be a serious problem for our community.

[Organization's name &
Address]

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

ASSIGNMENT: Write a complaint letter for Carl Consumer.

HYPOTHETICAL: Carl Consumer went to Macy's at Herald Square on Saturday, September 11, 1976, to buy a toaster (he chose Macy's because his mother-in-law, Consuela, thought it had the best selection and prices for small appliances). After looking around, Mr. Consumer selected a Boaster-Toaster, toaster-oven model #57284, in chrome with avocado trim, for which he paid $19.39 ($17.95 plus tax) in cash.

After taking the toaster home with him on the subway and bus uptown to Riverdale (he lives at 4296 Henry Hudson Parkway, apt. 13G), Mr. Consumer decided to make open-faced pizza sandwiches for lunch. But, he noticed that the toaster cord seemed frayed and about to split. So, he telephoned Macy's and spoke with Sue Perr Saleswoman of the Small Appliance Department. After explaining the problem, Ms. Saleswoman sounded a little annoyed, but told Carl Consumer to bring the toaster back to be repaired.

On Monday Mr. Consumer hauled the toaster back to Macy's, after work. Someone in the Small Appliance Department there looked at it and put on a new cord (at no cost to him). He took it home again.

On Tuesday, Mr. Consumer tried to toast cheese sandwiches in the toaster, only to find that when the toaster heated up it emitted a considerable amount of smoke. He unplugged it, telephoned Macy's again, and asked for Ms. Saleswoman. Upon telling his experience to Ms. Saleswoman, she replied, "Look, mister, that is one of our best toasters and you are obviously mistreating it. However, you can bring it in again, and we'll look at it." After saying that, she hung up before Mr. Consumer could respond.

Carl Consumer is annoyed and feels ripped-off. He is now convinced that the particular toaster which he bought is a faulty one and he does not want it repaired. He wants either a different toaster (of the same kind) or a cash refund. Furthermore, he does not want to go all the way downtown to Macy's to accomplish this -- he wants Macy's to pick up the lousy toaster and bring him a good one. Also, he is annoyed at the rude treatment he received from Ms. Saleswoman.

2. Utilities

Substance

The purpose of this lesson is to explain how to understand telephone and utility bills and how to correct problems with the utilities. This involves dealing with the local government agency (in New York State, the Public Service Commission) that regulates these services. This topic, which is based on the law of every individual state, should include how the state agency operates, how rates are set, how consumer complaints are handled by the utilities, by the supervising agency, and by the local Small Claims Court, and how to detect billing errors.

Teaching Method

For this topic, we used pamphlets published by another organization, the New York Public Interest Research Group. In order to teach this lesson properly, however, you will have to rewrite all of the materials to conform to your local law. Begin by contacting the utilities (phone, gas, electric, water) for any materials they have. Also, contact the state agency or agencies, state and local consumer agencies, and private organizations (including your local Public Interest Research Group, if any). There may be pamphlets that you can use. There are also sometimes local groups that deal with utility reform. Also, ask consumer reporters and check newspaper indexes and consumer directories to find useful materials. Some environmental groups may be helpful too. You can relate the materials to the complaint letter and record keeping points in the Basic Consumer Skills lesson.

Explanation

This is always a popular topic - everyone feels victimized sometime in their lives by the telephone and utility companies. The important thing to emphasize is that the Public Service Commission (or equivalent agency) is an administrative agency where people can go without a lawyer and explain their grievances. Also, the ever rising cost of utilities has resulted in increased consumer awareness of the need to eliminate and fight billing errors. This desire to avoid overbilling can be used as a focus for group organizing.

Problems

A major problem with this lesson is that there are many technical terms and numbers to be explained. A good way of facing this problem squarely is to review in detail a sample bill or to have everyone bring in a bill and analyze their bills in class. Another problem is that people are afraid to use the administrative procedures designed to handle consumer complaints. You may wish to take the trainees to observe a hearing and base a simulation session on this issue.

Bibliography

Help Almanac, Consumer News Inc., Washington D.C. 1976

3. Door-to-Door Sales

Substance

The purpose of this lesson is to alert people to avoid buying from door-to-door sellers unless the purchase is of low-priced items from reputable companies (e.g., Fuller brushes) or the purchaser is homebound. Emphasized in this lesson are that the commission system of sales gives a huge incentive to fraud and that buying door-to-door is always more expensive even when the product is of good quality. The outline describes in detail how salespeople use tricks, high pressure tactics, and psychological manipulation to make sales, and highlights legal rights of consumers.

Teaching Method

For this lesson, our principal teaching method was to use a script, originally prepared for a radio broadcast, entitled "The Case of the Door-to Door Deceiver." The script was always presented following the break between the two hours of the class. At the beginning of the first hour the roles were assigned among trainees and staff. At the break, the script was rehearsed. After the break the script was performed with the players sitting together in front of the class. Following presentation of the script, we distributed scripts and outlines to everyone. At this point, we explained how the script had been carefully written to include virtually all of the information contained in the outline. Besides pointing this out, special emphasis was placed on the three day cancellation rule (see outline, p.5).

Another good teaching method idea is to ask the group for their experiences, either as victims or salespersons. Often, several people will have had experiences on one side or the other, and very funny and educationally valuable stories may result.

Explanation

Door-to-door selling is a fairly common problem in low and middle income neighborhoods. It is a popular topic and gets a lot of attention from trainees.

The script is an amusing, informative teaching device. We always pointed out what could be done by the trainees at their agencies, such as presenting the skit with costumes and dramatic music. Also, we emphasized that a script is an easy participation exercise and is, therefore, good to try before more difficult participation techniques such as role playing.

Problems

Some people have trouble believing that door-to-door sellers are so purposefully fraudulent, but the lesson, especially the appendices relating a buyer's real experience and a sales pitch preparation (see outline, pp.6-7), is usually convincing.

Door-to-door salespersons increasingly resort to telephoning ahead to make appointments, since people are afraid to open their doors today. It should be emphasized that this does not alter the character of the transaction - once in the home, the seller proceeds as described in the outline.

Other Possibilities

The first comic we developed, "The Door-to-Door Career Con" can also be used as a teaching device for this topic. Although we never had the opportunity of working the comic into our class presentation, many teachers in adult and high school consumer education programs found it a valuable focus for discussion of sales techniques.

It is also possible to put together a story of a door-to-door sale illustrated by slides. A local consumer office used a real complainant and its own employees to re-enact a common door-to-door sales fraud. The victim purchased home improvements; slides of his kitchen and bathroom showed the abandoned, partially completed work. The slides were coordinated with a cassette sound track and the overall result was a very convincing 20-minute drama.

Included also with this topic are two lesson plans developed by trainees for use in their adult language skills classes. The plans are similar, emphasizing reading and comprehension skills, and are self-explanatory. The only point of warning is that both omit the three-day cancellation rule.

Materials

a.) Outline

b.) Script

c.) Comic, "The Door-to-Door Career Con" (Consumer Law Training Center, New York Law School, 57 Worth Street, New York, NY 10013)

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

DOOR-TO-DOOR SALES

Dealing with a door-to-door seller is the worst way to buy anything. As one consumer writer put it, "It is virtually impossible for these sales not to involve high pressure tactics, deception, and exorbitant mark-ups."

I AVOID BUYING FROM DOOR-TO-DOOR SELLERS

A. It is the most expensive way to buy. Items like vacuum cleaners and food freezers are sold at two or even three times their normal price. (The reason is the high commission paid to the salesperson for each sale.)

B. Fraud and high pressure are more common in door-to-door selling than in other situations. This is because the restraints on store sellers are absent. The door-to-door seller has no need to resell to the same customers, and therefore no need to establish a good reputation.

C. You can't compare prices, which you should always do for major purchases.

D. You can't choose wisely because there is no way to check on the seller's statements about the product, the company, or the salesperson. People whose livelihood depends on completing door-to-door sales may lie about any of these things to make a sale.

3/3/76

E. Door-to-door sellers are aggressive, persuasive, and come with a well-prepared, seductive sales pitch. If you are like most consumers, you are less articulate, unprepared, and often unwilling to put up the long, hard fight for your money which saying "no" involves.

F. You are trapped, in your own home. You can't leave and some sellers will not leave you unless you agree to sign.

G. Conclusion -- you should never buy from a door-to-door seller unless:

1. you are confined to your home, or
2. the product is not available in a store and you have decided that you prefer it to those which are available in stores.

II FRAUD AT THE DOOR

Numerous products and services, good and bad, are sold door-to-door. They include encyclopedias, magazines, vacuum cleaners, pots and pans, vocational school courses, burglar alarms, and computer dating memberships. Even when the product or service itself is reputable, sellers routinely use fraud and deceit to sell it. The most common lies are:

A. The "door opener" -- a tricky introduction to gain entry into the home without revealing that the person is a seller:

1. "taking a survey";
2. "giving a free gift";
3. "you've been specially selected";
4. "your neighbor Sally Jones recommended I call...";
5. reference to school, government, church or other legitimate group.

B. Price misrepresentations:

1. "only pennies a week" (for how many weeks?);
2. "minimal" down payments;
3. never mentioning true total price, or finance charges.

C. Specialness of the offer -- you are getting an "introductory offer", an "extraordinary discount", or other good deal.

D. Telling you that the merchandise is left "on approval" or on a "trial basis".

E. Misrepresenting the contract:

1. as a "receipt";
2. as an application for credit;
3. as a mere formality;
4. as anything but a legal agreement to pay.

F. Enormous exaggerations about the item or service. Vocational training school salespeople, for example, routinely misrepresent the job opportunities available to job trainees, the salaries paid in the field, the placement assistance available; and the consumer's aptitude for the job training. Remember, only those promises which are written into the contract are of any good to you.

III COMMON HIGH PRESSURE TACTICS

A. Pressure to decide immediately. This may include special inducements to sign on the spot. You are told about offers that won't be available tomorrow.

B. Playing on your guilt and fears. Examples are:

1. an encyclopedia seller's asking a parent, "Can't you put away this small amount every week for your child's education?";
2. a burglar alarm seller describing the burglary and rape incidents in your neighborhood;
3. a vocational training school seller telling a prospect that he should take the course to better his family's future -- "come on, be a man".

C. Persistence and aggressiveness:

1. a constant flow of sales talk, with an answer for every objection or hesitation;
2. staying at your house for five or six hours, talking and demonstrating the product, to simply wear you down;
3. forceful or threatening behavior, to make you sign.

IV PSYCHOLOGICAL MANIPULATION

Everything a salesperson says is carefully planned and well-rehearsed to beat down your resistance and put you off your guard. Door-to-door sellers are trained in these techniques.

A. False friendliness -- compliments, jokes, and use of first names, to gain your trust.

B. Sympathy ploys:

1. seller is working to win a scholarship;
2. seller will get a bonus for just one more sale (to you);
3. seller has come a long way, spent a lot of time, will get home late.

C. Persistence.

V YOUR LEGAL WEAPON

Both Federal Trade Commission rules and New York Law (Personal Property Law Article 10) protect you from hasty decisions to buy on credit from a door-to-door salesperson. If you agree to buy something from someone who has come to your home or to your job, you have the right to change your mind. You must decide to cancel the sale within three days, and you must notify the seller in writing immediately. (Be sure to send it registered mail, return receipt requested and keep a copy of the letter.) You do not have to give a reason for cancelling.

APPENDIX

Misrepresentations and Scare Tactics

A woman tells of her experience with a door-to-door seller of burglar alarms:

> "Well, the salesman who came here told me the alarm would make a loud noise, so that it could be heard all over the neighborhood," said the woman. "But one day, my husband came in from work and accidentally set off the alarm and he didn't know how to turn it off. It rang for hours in the apartment, but nobody could hear it in the street. When I came home from work later, I didn't even know it was on until I actually entered our apartment. I don't think it would work, because no one but the burglar could hear it."
>
> "But that's not the company's fault," the salesman explained, "that's because you have an old building. If you lived in a newer building, it could be heard on the street."
>
> "Anyway," he continued, "half the purpose is alerting you if you are asleep during a burglary. Alerting neighbors to a break-in while you are away from home is important, but the most important purpose of a burglar alarm is to wake you up if there is a burglar in the house, and frighten him off."
>
> After all," -- the salesman's words became slower, measured, -- "a stereo, a hi-fi, a suit of clothes can always be replaced..." His voice fell to a near-whisper, "but God forbid, a cut-up body will always bear a scar, or, God forbid, require an amputation."

The woman bought a burglar alarm from the salesman for $769.28; it was analyzed by the City's Fire Department experts to be worth approximately $75.

Closing the Sale

"Closing" the sale means getting the consumer to sign the contract. Here a saleswoman for a company selling "educational" books and records tells a new recruit how to do it:

> "To close the sale," instructed West, "just assume that the mother wants to join, and breeze right into closure. Never ask her to 'sign' anything. Get her signature by telling her to 'write down your name for the office' or say, 'just O.K. this application here.' Don't tell them that the form is a contract, and don't tell them the total price. If they ask, tell them that it only costs eighty-nine cents per week, but don't tell them that they will have to pay for 297 weeks."
>
> "If the mother appears hesitant after learning the price," West continued, "say, 'Aren't you strong enough as a mother to put away eighty-nine cents a week for your child's education?'"

The educational materials were found by experts in the field to be poorly prepared and virtually worthless. The price: $264.33.

*These examples are taken from actual cases reported in a consumer book, Counsel for the Deceived, by Philip Schrag.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

"The Case of the Door to Door Deceiver."

A radio script.

ANNOUNCER: Henry and Emma Singalong were sitting at home one evening, when the doorbell rang.

(doorbell rings.)

HENRY: Yes?

BOB: Mr. Singalong, I'm Bob Craig, and I work for the Reader's Information Bureau. We're taking a survey of reading habits in this neighborhood, and if you'll take a minute to answer a question, I'm authorized to give you a valuable free gift I know you'll enjoy. May I step in?

(pause)

(unctuously) You have a lovely home here, Mrs. Singalong.

EMMA: *(flattered)* Why, thank you.

BOB: Now, Henry and Emma, I have one very important question to ask you. If you had your choice of reading any two magazines from this list, which would you choose?

HENRY: Well, let's see.

(slight pause)

I guess Playboy — Emma loves that -- and Sewing for Fun and Profit ....I like to do a little knitting now and then.

B: You do? That's wonderful. For your cooperation, and to promote American industry this year, we will send you, at our expense, free subscriptions to the two magazines you've chosen, plus another subscription to a new bi-monthly, Carousel Review. All of this, absolutely free, for the next 60 months, with no obligation whatsoever on your part.

E: Oh!!

H: That's great!

B: I guess you're wondering why we're doing this. It sounds crazy, right?

E: Well, a little. *(chuckles lightly)*

B: Every year, Emma, we send out thousands of copies of these magazines to sophisticated people like yourselves. By doing this, we increase our circulation, and so we get more money for our advertising. So you see, we can give free subscriptions to specially selected people, because it all comes out of our advertising budget! All you have to do is simply take care of the small publisher's service charge of 89¢ a week. Isn't that great!

E: *(uncertain somewhat)* It sounds good, ...but I'm sort of confused. Who do you work for, the magazines, or...?

H: And what do we have to do, exactly?

B: It's an advertising promotion. You can cancel whenever you want, but why would you want to? As a special bonus, if you decide tonight to help our special circulation campaign, I'll throw in absolutely free, this beautiful 300-page edition of Harrod's The History of the Western World! Take a look at that. But you've got to accept tonight. This offer won't be good tomorrow.

(pause)

B: I can see you're very discriminating readers. Now I'll just fill out this receipt for the book. My boss needs that, and you just sign right here.

(pause)

That's fine. Well folks, I've got to be going to our next lucky couple! Congratulations, and enjoy your gifts!

* * * * * *

SCENE TWO

One week later.

E: Any mail, dear?

H: There's a bill here from "Reader's Information Bureau" for $231.40!

E: What!

H: For magazines, it says here, "pursuant to your contract with us."

E: You mean we signed a contract? Where's that paper the salesman left us?

H: I've got it here someplace.

(pause) *(rustle papers)*

Here it is. It says "contract" right on it, and that we owe $231.40!

E: That man lied to us. It wasn't a receipt!

H: Why didn't you read it, Emma, before we signed it?

E: Why didn't you?

(organ music)

Don't be victimized by door-to-door salespeople. Door-to-door selling is one of the most expensive ways of buying any item. It denies you the chance to comparison shop for a better price. Comparable merchandise is usually available cheaper in retail stores. And door-to-door selling brings into your home a total stranger -- one who may appear friendly at first, but who may later annoy, harass, or even threaten you to make a sale.

The magazine huckster in our story used some of the most common door-to-door sales tricks to get Mr. and Mrs. Singalong to sign an expensive five-year contract. He did everything he could to disguise the fact that he was a salesman -- he came to the door claiming to be taking a survey, for an organization that didn't sound like a selling company. He used the bait of a free gift to get inside the house. But nothing is ever free from these salesmen. The apparently insignificant 89¢ a week service charge which the Singalongs agreed to pay for 60 months, adds up to the grand total of $231.40. If the Singalongs had merely taken a moment to figure out the total cost, they would have known it wasn't such a good deal. If anyone tells you that an item costs only "pennies a day", watch out. Those pennies add up -- fast.

Our salesman made a particular effort to flatter Mr. and Mrs. Singalong, and to call them by their first names. This is never as casual as it seems. It is in fact a well-calculated attempt to gain the confidence of the consumer and put him off his guard. Salespeople rely on your lack of information about them, and their products, and play on your basic belief that nice people don't lie.

One common lie is to call a contract a "receipt", or something else not as important. The Singalongs fell for this trap.

Read anything before you sign it. If it says how much you agree to pay -- it's a contract. And, if you sign a contract in your home, you have the right under law to cancel it within three days, by writing to the seller. If you want to cancel, act immediately and keep a copy of the letter for your own protection.

Finally, Bob Craig resorted to one of the oldest tricks in door-to-door selling: attempting to force his prospects to decide immediately. Don't be pressured to sign a contract by a "tonight only" offer. If the salesman says you must decide right away — throw him out. It's the best decision you'll ever make.

page five

June 1976

Name: Diane Kaufman
Topic: Door-to-Door Sales
Length of Lesson: 30 Minutes
No. of Students: 20
Level of Class: ESL 4

Objectives:
1. To alert the students to the dangers of high pressure sales tactics.
2. To acquaint the students with the laws that protect them from these procedures.
3. To inculcate the habits of intelligent comparison shopping habits.

Methodology:

I. Free discussion - have students relate personal experiences and the outcome of each case. Elicit from class, how they would have handled a similar situation.

II. Formal lesson - following discussion
Vocabulary: Define and discuss

good will
high pressure
signature
door-to-door
down payment
refund
service charge
contract
period to think it over

Advantages of Door-to-Door buying:

a. You do not have to travel to a store.
b. You do not have to leave your children
c. You can see how the merchandise looks in your home (e.g., curtains)
d. You do not have to pay the entire purchase price at once

Disadvantages of Door-to-Door buying:

a. You do not know the salesperson or the company.
b. You have no basis for comparing merchandise or prices.
c. The interest rate on this form of credit buying may be exorbitant
d. If you have a complaint you may not know where to go with it.
e. The salesperson may never see you again and so has no incentive to deal fairly with you.
f. You are allowing a stranger into your house - a dangerous practice.

III. Methods to Avoid Pitfalls:

1. Do not allow any stranger into your apartment
2. Talk to your friends about their experiences
3. Shop in the stores so you become aware of the cost and quality of comparable merchandise.
4. Never sign your name on anything unless you understand the details fully.
5. Compare interest on time payment sales allowed by stores, as opposed to "door-to-door" salesmen.

Culminating Activity:

Role Playing: Using the situations presented by the students, write a play encompassing all these situations presented in the lesson.

1. Run through the play with the entire class, using the repetitive dialogue form.
2. Assign roles - rehearse and present the play. Perhaps another class can be invited in to see the play
3. If possible, invite a speaker who will bring a film to class

At the end of this lesson, provide the students with a list of agencies who can help them with complaints.

Teacher: Betty Gottfried
Subject of lesson: Door-to-Door Sales
Class level: ABE-4
Number of Students: 15-20
Object of lesson: To help students develop skill in drawing inferences.
Specific task: The students will be asked to predict the outcome of a particular situation.

I. Introductory discussion about students personal experiences with door-to-door sales.

II. Vocabulary for lesson (on blackboard)

misrepresentation
"on approval"
"trial basis"
high pressure
sales pitch
tactics
persuade
persist
rebate

additional vocabulary will come from the students

III. The students will be asked to read the following story:

Mrs. Jones received several telephone calls from a salesman for the ABC Vacuum Cleaner Company who wished to make an appointment to come to her home to demonstrate his product. Each time he called, the salesman made the same pitch: Mrs. Jones was among the lucky few who had been recommended as prospective buyers of the ABC vacuum cleaner.

Mrs. Jones' friend, Mrs. Smith, recently purchased an ABC vacuum cleaner and had given the salesman Mrs. Jones name because she had been offered a $25.00 rebate for every purchase made by someone whose name she had given as a prospective buyer. If Mrs. Jones bought a vacuum cleaner, the same conditions would be set for her. The salesman assured her that all of their customers received at least 50% of their investments back. The company's sales were extremely successful.

Student tasks:

A. Write an end to the story. What did Mrs. Jones do? Did she invite the salesman to demonstrate the vacuum cleaner? Did she buy one? If so, did she get a substantial rebate on her investment.

B. Divide the class in groups. Assume that Mrs. Jones invited the salesman to her house. Each group of students will write and present a dialogue between the salesman and the customer.

4. Supermarket Traps

Substance

This lesson exposes the subtle tricks used by the supermarket industry to induce shoppers to buy. The supermarket shopper, according to the industry's own admission, is the most carefully studied consumer in America. The studies are used to create buying traps, working at a semi-conscious level to foster impulsive buying. The purpose of this lesson is to make manifest these hidden traps.

The lesson also suggests ways of saving money, by reading price tags and comparing sizes. For those localities with unit pricing laws and freshness dating, the laws should be explained and samples exhibited (see outline p.5).

An alternative to supermarket shopping is the food cooperative. This can be discussed at this point or later in the course.

Teaching Method

To present this lesson, we prepared a slide show illustrating the many traps explained in the outline. The slides were taken of a large, medium, and small supermarket and each showed a specific trap. For example, the slides were taken around Thanksgiving and showed the festive "holiday atmosphere" decor planned to put shoppers in the buying mood (see outline, p.2). Following a showing of the slides, narrated by the photographer, the outline was distributed. The points in the outline were then matched during the discussion to the slides.

For those communities with unit pricing, a good teaching method is to compare large, medium, and small size packages of the same product, e.g., a breakfast cereal. Smaller size packages may cost considerably more per unit for some products; for others, the small size may be cheaper per unit. Dramatic examples of each can be found in any local supermarket.

Explanation

Because almost all Americans shop at supermarkets, this is always a popular topic. Emphasis must be placed on the fact that all markets use the same approach and are limited in tricks only by the size of the store. Industry marketing texts unabashedly explain every conceivable trap to anyone who cares to read them.

This topic can be connected to the lessons on Food Label and Nutrition and Market Surveys (next lessons) to form a unit of topics.

Problems

Smaller inner city food stores may not exhibit the marketing tactics discussed in the outline because of size and space limitations. The best examples of trickery are found in the full-size supermarkets.

Be warned against permitting excessive discussion of personal stories among the trainees. Because everyone has supermarket experience, this discussion may produce boring, irrelevant anecdotes.

Other Possibilities

Trainees suggested to us that an actual visit to a supermarket to expose the traps can be a very positive experience. We never did this with our trainees, but, depending on the circumstances, you can do this with your trainees or urge them to do it with their groups.

Two supermarket lesson plans were prepared by trainees for use in their adult language skills classes. Both are excellent, self-explanatory, and emphasize the skill of comparison shopping. The first ("Mass") plan emphasizes learning how to read ads and how to make a shopping list. The second ("Kelsh") plan includes a trip to a market.

Materials

a.) Outline
b.) Slides

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

SUPERMARKET SHOPPING

Supermarket shopping can save you time and money if you do it wisely. Remember, supermarkets are in business to make money, and managers will try to get you to buy as much of their goods as they can. Knowing how they do this can help you avoid supermarket traps.

I COMMON TRAPS

A. "Impulse buying" -- the purchase of items which you weren't planning to buy when you went to the store. This is the keystone of all the merchandising techniques used. Impulse buying accounts for 50% of the purchases of an average supermarket shopper. Supermarket planners work at encouraging impulse buying.

B. Store Layout.

1. Separation of essentials -- meat, dairy, produce, and bakery departments are far away from each other. Therefore, if you want to buy a few essential items you are forced to pass by several aisles of merchandise laid out for your view. Also, items are separated within each department. For example, eggs are at one end of the dairy case and milk at the other.

2. Checkout counter. Displays of such non-supermarket essentials as film, candy, razor blades, and magazines are set out to encourage

more impulse buying while you wait on line. These items usually cost more here than they do in discount drug stores or 5 and 10¢ stores.

3. "Tie-ins" -- Items which are usually used together are displayed side-by-side to encourage you to buy both (even though you may not need both). Examples: salad dressing next to lettuce; talcum powder next to baby food.

C. Child manipulation. A variety of techniques are used to encourage children to coerce adults into buying unwanted items. These are often low-nutrition, high-cost foods. The techniques include putting candy and soda near the breakfast cereal aisle and placing these and other items which are attractive to children at their eye level.

D. Holiday atmosphere. Creation of a festive mood tied to holiday or season changes promotes unneccessary "impulse" purchases. It has been found that creating a holiday feeling can increase sales 15 to 20%.

E. Height-sight factor. The height at which a product is displayed has a tremendous influence on sales. Therefore:

1. Stores place high-mark-up items at eye level, while leaving essentials at less visible heights. They figure that people will look for and buy the essentials anyway.

2. Stores place items likely to catch children's attention at their eye level.

F. Misleading displays.

1. End displays. Items are often displayed in large numbers and stacked high to create the impression of a "sale". This is usually misleading, since the price is not reduced.

2. Overflowing bins serve the same purpose.

G. Misleading Statements.

1. Hand-lettered signs with such words as "featured", "new", "special", are also used to create the false impression of a sale.

2. Superlatives are used on labels and signs, often on house brands. Words like "our finest" and "so and so's best" are meaningless and provide no basis for comparison.

H. Deceptive pricing.

1. Prices which end in "9" (like 89¢) seem lower than they are.

2. Multiple pricing (like "four for a dollar") create an illusion of savings and often lead people to buy more than they intended to. Sometimes they offer genuine savings, but check out whether the multiple price really does before falling for it.

I. Recipe planner or weekly meal plan. Billed as a "service", this kind of plan usually works to the store's advantage, but not to yours. It:

1. Uses recipes which require you to buy other items sold in the store (and not on sale).

2. Rids the store of hard-to-sell items.

J. Meat departments have several practices or come-ons which you should recognize:

1. "Trading up" means that stores hike prices substantially when they cut or trim meat or poultry. For example, you can pay $.54 a pound for a whole chicken (or $1.62 for a three-pound bird), but you pay $.59 a pound (or $1.77 for a three-pounder) if the store cuts it up for you.

2. "Family packs" are a week's worth of selections of prepackaged meat. They often cost more than if the selections were bought separately and are frequently of inferior quality -- a no-win situation.

3. Cuts of meat which are similar in taste and quality are rarely displayed together. Their separation discourages price comparison, to the shopper's disadvantage.

II HOW TO SHOP WISELY

A. Choose where you shop carefully.

1. Comparison shop. It is good to regularly check the major stores in your neighborhood to see what they charge for the same items. Also, check newspaper ads for up-to-date prices.

2. Supermarket or small store? Supermarkets are usually better for doing your main shopping because their prices are generally lower than those of small stores. However, small specialized stores, like fish stores and fruit and vegetable stands, may offer better goods at lower prices.

B. Prepare a detailed shopping list and stick to it. Avoid "impulse" shopping. If possible don't shop when you are hungry.

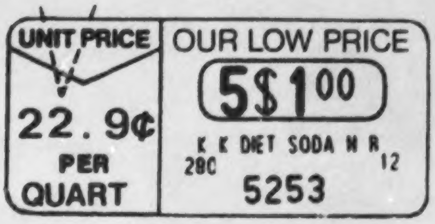
C. Beware of non-sale "specials" and "featured" items. But take advantage of genuine sales and stock up on staples which are truly bargains and won't spoil.

D. Buy essentials first.

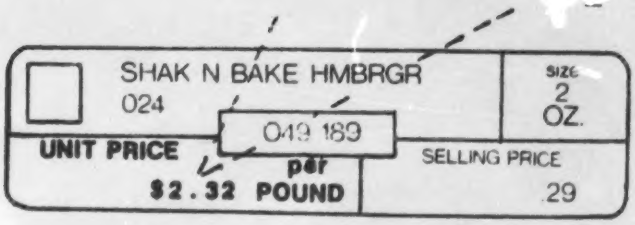
E. Check fresh dates.

F. Use unit pricing to compare prices. It can be worth the time and effort, because larger "economy" sizes are often not cheaper. There are no size regulations for the food industry, so manufacturers use many different size packages.

Unit pricing tells you how much you pay per pound or per quart (or other unit) for an item. There should be an orange unit-pricing label on the supermarket shelf. It looks like this:


UNIT PRICE
22.9¢
PER
QUART
OUR LOW PRICE
5$1.00
K K DIET SODA N R
28C
12
5253

or this


SHAK N BAKE HMBRGR
024
049 189
SIZE
2
OZ.
UNIT PRICE
$2.32
per
POUND
SELLING PRICE
.29

G. Read labels. Be aware of artificial ingredients (preservatives, chemical additives, colorings) and avoid them when you can.

H. Avoid convenience foods. They always cost much more and often are less fresh and pure than what you could prepare yourself. Someone once said, "Can you afford a maid? Well, that's what you're paying for when you buy prepared or quickie foods."

I. Avoid fancy packaging. That special container usually costs more (or gives you less of the product) than the regular container does.

J. Resist children's pleas. Use their demands for junk foods or overpriced or luxury items to teach them how to shop wisely.

K. Learn the differences between different cuts of meat. Experiment with cheaper cuts (for example, beef liver costs less than half as much as calves liver and is very similar in taste).

L. Don't buy non-foods in supermarkets.

M. Don't shop only at eye level.

Barbara Mass
Topic: Comparison Shopping
Objective: To teach concept of "comparison" shopping (to use topic as lead=in to units on budgets and food-labels)

Behavioral Objectives:

a. Student will learn how to read a newspaper ad and to determine meaning of advertising lingo

b. Student will learn how to make up a supermarket shopping list relevant to his family's needs.

Method:

Small groups and classroom discussion.

I. Students will examine, read and decipher a different supermarket ad from Wednesday New York Times and report on the best buys.

II. Students will make up a list from weekly specials and then justify the need for those items.

III. Students will make up a list within a specified budget using specials.

IV. Students will make up a list without budgetary limitations.

Vocabulary:

Fresh
House brand
Fresh-packed
Frozen
Choice
Produce
Quality
Prime
Specials
Coupon
Daily
Grocery
Deli
Dairy
Pot-luck

Technique:

Gattegno charts - silent way pronunciation of products (i.e. Ajax, eggs, catsup,

Discussion based on individual group reports.

1. Teacher will choose same item on sale in 2 stores:
    a. how do sale prices compare?
    b. what is usual price?
    c. pricing:
        (1) 3/59¢ vs. 20¢ each
        (2) 8 oz. cans @ 3/$1 vs 16 oz. can 59¢
    d. What does comparison shopping mean to you?
        (1) how do you shop?
        (2) where do you shop?
            -bodega vs. supermarket
            -advantages of each (convenience, charge accounts, selection)

Teacher will distribute shopping list and "specials" list to students. While teacher works with groups individually on results, others will complete assignment (attached)

Group I - Why are these good buys? Do you usually buy them? what do you pay?

Group II - Discuss selections, quantity, amount spent; influence of specials as opposed to actual needs; how long will this food last; did you buy all the basics?

Group III - All the above and how close did they come to specified amount? If over - why? If under - why?

Group IV - House brands. Discuss contents on list. How does list reflect actual weekly purchase? How often do you shop? Do you prepare a list? How do children influence purchase?

Culminating Activity:

Open report of groups' results and finding.

1. Do lists differ greatly?
2. How do amounts spent compare?
3. Does everyone spend the same amount? why?
4. What is your largest expenditure?
5. How much of your check is spent on food?
6. Inferences about individual shopping patterns
    - influences (hidden - other)
    - problems

Summary:

What did you learn about comparison shopping?
How can you prepare for supermarket trips?
How can you better use the newspaper?

Follow-up:

Students will make up one basic shopping list.
Students will prepare to write a budget using shopping allowance.

SHOPPING LIST

DIRECTIONS: Using the Valu-Finder, fill your shopping bag. Answer the following questions as a group.

1. When will you find big savings at Eagle's?____________________
2. We need three snacks for the party we will give this Saturday.
   ____
3. Can we buy green beans on sale?____________________
4. How much will 10 obs. of potatoes cost?____________________
5. Can we buy link sausages on sale?____________________
6. What is the cost of a 4 oz. can of mushrooms?________________
7. We need to buy olives. Can we find them on sale?______________
8. We need to buy peanuts. Can we find them on sale?______________
9. How much is a can of tomato juice?____________________
10. We will make a punch for the party. We need 36 oz. of orange juice. Can we find it on sale?____________
11. Let's make a cake for the party. What kind of cake mix can we find on sale?____________________
12. How much will 4 lbs. of sugar cost?____________________

PLAIN OR CONFETTI
Betty Crocker Angel Food
.72 16, 17-oz pkg

CAKE 14-OZ
Angel Food Cake
.84 14-oz pkg

3 VARIETIES
**Brown 'N Ser
Rolls**
.49 12-c

BAKER'S
Angel Flake Coconut
.99 14-oz pkg

CRUSHED, SLICED, CHUNK
Dole Pineapple
.53 20-oz can

LADY LEE
Coffee Creamer
.99 22-oz

REAL CHOC - SEMI-SWEET
BONUS PACK
Nestle's Morsels
$2.50 3 12-oz pkgs.

SLICED OR HALVES
Lady Lee Y.C. Peaches
.54 29-oz can

LADY LEE
Tomato Juice
.49 46-oz c

IN SYRUP
Lady Lee Cut Yams
.51 29-oz can

SHADY LANE-BUCKET
Maraschino Cherries
.47 10-oz jar

KRAFT
**Philadelphia
Cream Chees**
.56 8-oz p

CUT
Lady Lee Green Beans
.26 16-oz can

SO-LI-CIOUS - BUCKET
Stuffed Manz Olives
.75 5¾-oz jar

PILLSBURY
Crescent Rolls
.42 8-oz ca

O & C
French Fried Onions
.44 3-oz can

OBERTI-EXTRA LARGE
Pitted Ripe Olives
.43 6-oz can

FLAV-R-PAC
Whipped Topping
.48 9-oz p

VAC PAK - WHOLE KERNEL
Lady Lee Corn
.26 12-oz can

HARVEST DAY
Shoestring Potatoes
$1.05 15-oz can

2 PK.
Pet Ritz Pie Shells
.49 10-oz

PIECES & STEMS
Harvest Day Mushrooms
.47 4-oz can

SUNSHINE
Cheez-It Crackers
.76 15-oz box

SNOW CROP
Orange Juice
.64 12-oz

IN SYRUP
Princella Cut Yams
.78 40-oz can

FFV
Snack Crackers
.54 11-oz box

BRACH'S
**Candy Chick
& Rabbits**
.59 10-oz

KRAFT
Miniature Marshmallows
.36 10½-oz pkg

ASSORTED
Fluf-ee Napkins
.52 180-ct pkg

26-OZ PLUS 6-OZ FR
Del Monte Catsup
.76 32-oz

Donna Kelsh

COMPARISON SHOPPING: Grocery Items
Approx. 15 Hrs.
16 students
ESL III (can be adapted for any level)

Objectives: By planning and taking a comparison shopping trip the student will:

1. become more informed about food prices
2. use his new language actively - listening, speaking, reading and writing.
3. take the responsibility of gathering and reporting information
4. have the opportunity to participate in individual and group tasks.

I. Introduction to Comparison Shopping Project

1. Each student will be asked to clip out and bring to class 2 different newspaper ads for grocery items. Grocery store handouts may also be used. (the students will be asked to select ads from stores in their neighborhoods)

2. Students will be asked to choose 1 item - e.g., chicken wings. Teacher will ask for one student to volunteer to be the secretary. The secretary will put the item, chicken wings, on the board and each student who has clipped an ad which lists chicken wings will quote the price of chicken wings to the secretary and she will write the price on the board. Thus, the students can compare the different prices for chicken wings. The same process can be repeated for a few more items to emphasize the difference in prices for the same item.

3. Teacher will explain that the students have laid the groundwork for a comparison shopping trip and that they will be going on a comparison shopping scouting trip. (actual purchases will not be made) Students will be told that they will be responsible for recording prices of items and listing the names of the stores where the items can be purchased.

II. Preparation for Comparison Shopping Scouting Trip

1. (Small Group Task) Students will be divided into 4 groups of 4 students each and be asked to choose 4 grocery items for their comparison shopping scouting trip.
2. (Small Group Task) Each group will choose four stores where they will comparison scout.
3. (Small Group Task) Each group will work out a transportation strategy for their comparison scouting day.
4. (Large Group Task) Students will select a day to take their comparison scouting trip.

III. Comparison Shopping Scouting Trip

(trip will be in lieu of class)

IV. Report of Results of Comparison Shopping Scouting Trip

1. (Small Group Task) Students will meet in original group to prepare a composite written report on the trip.
2. (Small Group Task) Each group will select a reporter to read the report aloud to the other three groups.
3. (Reporter Task and Discussion) Reporter will read report and answer questions from members of other groups.

V. Feedback - Teacher will ask the following questions to the class:

1. What did you learn from this project?
2. Did the project help you with English? If so, how?
3. Have you saved any money when you shopped for groceries as a result of this project? If so, why? Or do you think you will save money as a result of participating in this project? If so, why?
4. Was the project fun? Realistic?
5. Can you suggest additional projects related to comparison shopping or other consumer activities?

VI. Follow up Activity

Teacher can send for a weekly N.Y.C. Consumer Affairs Report where last weeks and this week's food prices are quoted for certain items. Students can decide if they want to be put on the mailing list and then decide how they would go about doing it.

Lesson Plan: Supermarket Traps

Vocabulary:

supermarket
checklist
essentials
impulse buying
checkout counter
food labels
ingredients
displays
food dating
unit pricing
groceries
deceptive pricing

Fill in the blanks using the vocabulary words

1. All ______________ should be listed on the food label.
2. You pay for your groceries at the __________ __________.
3. Take a grocery ____________ and buy only essentials.
4. _________ _________ means buying on the spur of the moment.
5. _______ __________ should list an expiration date.
6. It is better to buy groceries in a _________ than in a bodega
sometimes because the prices are often cheaper.
7. Many _______ are eye-catching.

Dialogue:
1. Try to make a dialogue with a partner about your shopping trip to the supermarket.

2. Make a dialogue about comparison shopping

3. Make a dialogue about the value of food stamps

How closely do you read the labels on the foods you buy? What do you look for? Brand name? Price?

Many people stop right there, or even sooner. But the Food and Drug Administration thinks you should read a great deal more.

Labels help you get what you're shopping for, tell you how to use it, and in some cases can save you money.

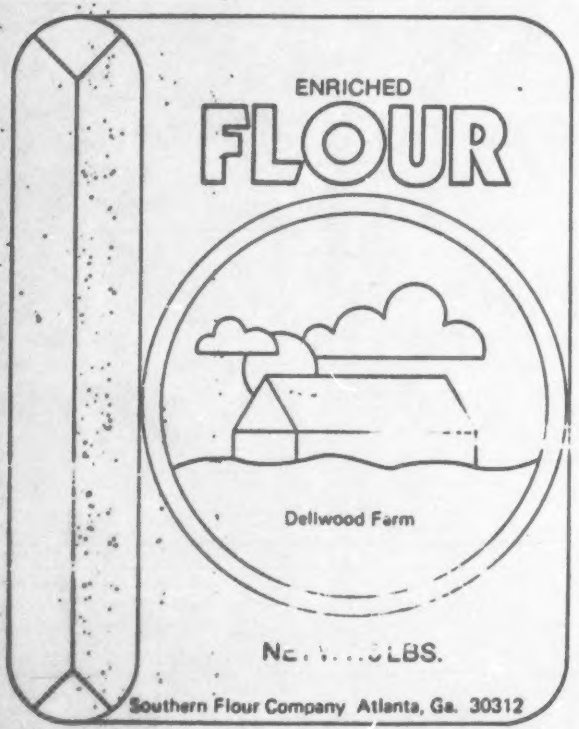
BASIC INFORMATION

Not all food labels are alike. But certain information must be on all food labels:

Name of the product.

Net contents or net weight. This includes the packing medium, such as water in canned vegetables.

Name and place of business of the manufacturer, packer, or distributor.


ENRICHED
FLOUR
Dellwood Farm
N[illegible]LBS.
Southern Flour Company Atlanta, Ga. 30312

A typical front panel of a label, showing the product, net contents, and name and place of business of the manufacturer. It also shows a brand name. Ingredients are not listed because enriched fl[illegible]s a standardized product.

Usually, however, there is a lot more information on food labels. A food label may also tell you:

Description of the product, such as "condensed" on soup, "cream style" on corn, or "waffled" on potato chips.

Ingredients, which are listed in descending order of predominance by weight. This includes any functional additives placed in the product.

Colors and flavors do not have to be listed by name but can be listed simply as "color" or "flavor." If the colors or flavors are artificial, they must be so designated. Butter, cheese, and ice cream are not required to state the presence of color.

Some labels don't list ingredients. For instance, you won't always see ingredients listed on catsup or mayonnaise. These labels do not have to list all ingredients because FDA has set up a "standard" for these products. That is, the mandatory ingredients in all products that are called by certain standardized names are the same and are not required to be listed on the label. These standards apply to about 300 foods.

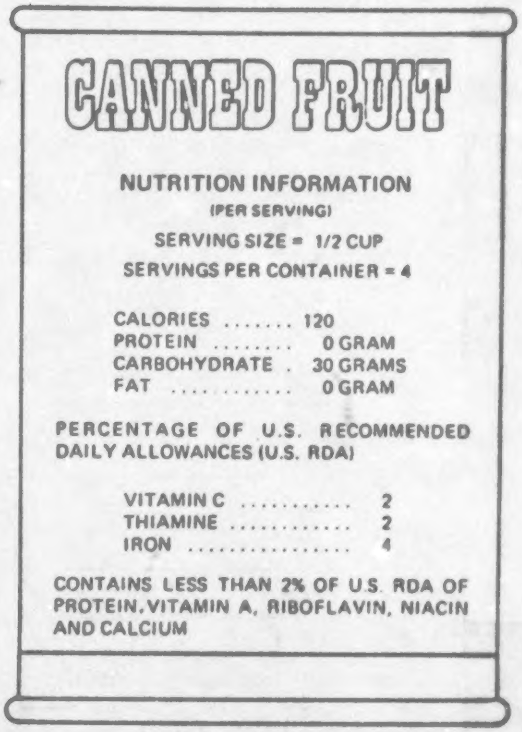
GRADE

Some fruit and vegetable products carry a "grade" on the label, such as "Grade A." These grades are set by the U.S. Department of Agriculture on the basis of appearance. They are *not* based on nutritional value. Sometimes, the label may say "Inspected for wholesomeness by the U.S. Department of Agriculture."

Milk and milk products in most States carry a "Grade A" label. This grade is based on FDA recommended sanitary standards for the production and processing of milk and milk products, which are regulated by the States. The grade is *not* based on nutritional value.

NUTRITION INFORMATION

Something new is being added to food labels—nutrition information. Now, the labels of many foods will tell you how many calories are in a serving and also how much protein, fat, carbohydrate, and the percentage of U.S. Recommended Daily Allowances (U.S. RDA) of important vitamins and minerals. Nutrition information can help you plan better meals for you and your family, and also help you get better value for your money.



NUTRITION INFORMATION
(PER SERVING)
SERVING SIZE = 1/2 CUP
SERVINGS PER CONTAINER = 4

CALORIES	120
PROTEIN	0 GRAM
CARBOHYDRATE	30 GRAMS
FAT	0 GRAM

PERCENTAGE OF U.S. RECOMMENDED DAILY ALLOWANCES (U.S. RDA)

VITAMIN C	2
THIAMINE	2
IRON	4

CONTAINS LESS THAN 2% OF U.S. RDA OF PROTEIN, VITAMIN A, RIBOFLAVIN, NIACIN AND CALCIUM

A typical side or back panel, showing the nutritional labeling that might appear on a can of mixed fruit.

It Is an FTC Rule:

supermarkets must make specials available at the price advertised—either right on the shelf or immediately upon request

So . . .

MAKE THE BEST USE OF ADVERTISING

SUPERMARKET
SPECIALS

- on TV and radio
- in the newspaper
- in flyers from the store

COMPARE PRICES

LOOK FOR SPECIALS

SHOP WHERE YOU'LL GET THE BEST BUYS

Take the ad with you. Or look at the newspaper ads posted at the store. Be sure you find the specials at the price advertised.

Special THIS WEEK
49¢

If you don't find an advertised item, and there's no sign saying where it is, **TELL THE MANAGER.** He may offer you a raincheck, but **THE FTC SAYS, THAT'S NOT ENOUGH**—especially when rainchecks get to be a habit.

YOU CAN HELP

kick their habit of "sold o
supermarket specials . .

COMPLAIN
TO THE MANAGER

if the store makes a habit of not having items as advertised.

PROTEST
To The Manager's Boss

SWITCH

To Another Store . . . where specials are on hand as advertised.

Supermarket Scorecard

	Store 1	Store 2	Store 3
Store name:			
Address:			
1. FIRST IMPRESSIONS			
Before you begin, give each store a score—from 1-40, based on your impressions of the store's prices, its cleanliness, and any other factors you think are important.			
2. PRICE			
5 lbs flour	$	$	$
22 oz loaf bread			
1 lb ground chuck			
1 lb whole chicken			
12 oz can frozen orange juice			
#303 can pears			
17 oz can peas			
1 lb fresh carrots			
1 doz grade A large eggs			
1 lb stick butter (or margarine)			
1 lb can ground coffee			
1 500-sheet roll toilet paper			
TOTAL PRICE	$	$	$
(Scoring: lowest total price scores 3; next-lowest, 2; highest price, 1)			
3. LABELS			
(Scoring: If store meets the standard most of the time, give it a 3; about half the time, 2; almost never, 1)			
a. Unit-price shelf labels next to appropriate items?	3 2 1	3 2 1	3 2 1
b. Unit-price labels legible?	3 2 1	3 2 1	3 2 1
c. Do prices on unit-price labels match prices stamped on individual items?	3 2 1	3 2 1	3 2 1
d. Are prices stamped on each item?	3 2 1	3 2 1	3 2 1
e. Are items single-unit priced?	3 2 1	3 2 1	3 2 1
f. Is there more than one price stamped on each item?	3 2 1	3 2 1	3 2 1
4. SPECIALS			
a. Are the advertised specials you selected available?	3 2 1	3 2 1	3 2 1
b. Do prices stamped on specials match advertised prices?	3 2 1	3 2 1	3 2 1
c. Does store give you a "rain check" slip when you ask for specials not in stock?	3 2 1	3 2 1	3 2 1
5. WEIGHTS			
(Scoring: If answer is yes, score 1; if no, 0)			
a. Is there a separate scale available for customers to use?	1 0	1 0	1 0
b. Can you read the store's own produce scale while your purchase is being weighed?	1 0	1 0	1 0
c. Do store scales and customer scales register the same weight?	1 0	1 0	1 0
6. FRESHNESS			
a. Have freshness dates expired on milk, cream, or other dairy products?	1 0	1 0	1 0
b. Have freshness dates expired on bread and bakery products?	1 0	1 0	1 0
c. Does the fresh produce have a good appearance (lack of brown spots, bruises, or mold?)	1 0	1 0	1 0
TOTAL SCORES*			
YOUR INITIAL RATING (from question 1)			
DIFFERENCE			

*Scoring: 30-38, Looks OK; 25-29, Acceptable; 10-24, Shop elsewhere.

FOOD STANDARDS AT A GLANCE

FDA is required to establish a food standard when it is needed to "promote honesty and fair dealing in the interest of consumers." Three kinds of standards are issued: standards of identity, standards of quality, and standards of fill of container.

STANDARDS OF IDENTITY

Protect consumers from being cheated by inferior products or confused by misleading labels.

Spell out what ingredients the food must contain.

Specify the correct name of the food and other required label information.

Protect the public health by requiring, for example, that certain foods be pasteurized or sterilized to kill disease or spoilage bacteria.

Insure basic nutritional value of foods, and spell out added vitamins or minerals which must be present in foods labeled "enriched."

Limit the amount of water which is allowed. Set the required amounts of expensive ingredients and limit the inexpensive ingredients.

Standards of identity are the basic FDA food standards. Seventeen groups of food products—about 365 items—have standards of identity, supplemented in some cases by standards of quality and fill of container.

STANDARDS OF QUALITY

Minimum standards for canned fruits and vegetables establish quality factors such as ripeness, tenderness, color, and freedom from defects.

Standards of quality protect the buyer from unknowingly receiving such products as hard peas, stringy string beans, or tomatoes with excess core and peeling.

If quality requirements are not met, the law requires special labeling: BELOW STANDARD IN QUALITY followed by either GOOD FOOD—NOT HIGH GRADE or a statement showing the kind of defect, such as "Excessive Peel," or "Excessively Broken."

Standards for grading of agricultural products and processed foods are set by the U.S. Department of Agriculture.

STANDARDS OF FILL OF CONTAINER

Tell how full the container must be to avoid deception of the consumer and charges of "slack-filling."

Needed especially for products composed of a number of units or pieces packed in a liquid, or products that shake down after filling.

Formal standards of fill have been set for some fruits and vegetables, canned tuna, oysters and shrimp, and packaged nuts.

Informal guidelines have been set for the fill of spices, olives, and pickles.

The Fair Packaging and Labeling Act provides for regulations to control "nonfunctional slack filling"—when the unfilled space exceeds the amount required for efficient machine production. Such regulations are being developed.

STANDARDIZED FOODS

Definitions and standards of identity, quality, and/or fill of container which have been promulgated under the Food, Drug, and Cosmetic Act cover the following groups of products:

Chocolate and Cocoa Products

Cereal Flours and Related Products

Macaroni and Noodle Products

Bakery Products

Milk and Cream

Cheeses and Cheese Products

Frozen Desserts

Food Flavorings

Dressings for Foods—Mayonnaise, French Dressing, Salad Dressing

Canned Fruit and Canned Fruit Juices

Fruit Butters—Jellies, Preserves

Shellfish

Canned Tuna

Eggs and Egg Products

Oleomargarine—Margarine

Nut Products

Vegetables and Vegetable Products

5. Food Labels and Nutrition

Substance

This lesson teaches how to obtain nutrition information from food labels, how to identify the junk elements in prepared foods, and how to compare the nutrition values of different foods against each other.

Teaching Method

We distributed the outline in advance and discussed it in class. Also, we distributed sample labels in class or asked the trainees to bring in their own samples. These labels were then compared to the models in the outline. To stimulate discussion we asked trainees to indicate what else they would like to see on labels. Worthwhile suggestions, including percentages (not just a list) of ingredients, were often made.

Explanation

This topic is a companion to the Supermarket Traps lesson.

Problems

One problem with this topic is that the usual discussion of nutrition is inexact, often unscientific, and subject to popular fads. We avoided extended discussion of this topic for these reasons.

Also, ethnic groups often resist abandoning their favorite foods even though these foods are relatively unhealthy or fattening. This can become a sensitive issue, and you should beware of offending people in your desire to communicate nutritional tips.

Other Possibilities

If you go with your trainees, or your trainees go with their groups, to a supermarket to spot the traps explained in the Supermarket Shopping lesson, an examination and comparison of labels can also be done.

Materials

a.) Outline
b.) Labels

Bibliography

There are hundreds, if not thousands, of books, periodicals, and pamphlets devoted to nutrition. Our research in this area was far from comprehensive; we list, without endorsing, the following:

a.) Pamphlets obtainable from the Food and Drug Administration;

b.) Jean Mayer, A Diet for Living, David McKay Co., Inc. New York (1975)

c.) Francis Lappe, Diet for a Small Planet,Ballantine Books, 1971.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

FOOD LABELS & NUTRITION

I. WHY READ LABELS?

A. Reading labels on packaged foods is important because they tell how nutritious the food is, as well as whether artificial colorings, preservatives, or other chemicals and non-nutrients have been added.

B. A nutrient is the basic important natural substance in foods that performs one or more of the following functions:

1. furnishes body fuel for energy.
2. provides materials for the building or maintenance of body tissues.
3. supplies substances that regulate body processes.

C. In addition to shopping carefully for the best food prices, it is wise to shop carefully for the foods that are highest in nutrition value. They provide more health for the money. Unfortunately, "junk" foods (low in nutritional value, high in artificial additives, and usually high in price) dominate the food market.

II. WHAT FOOD LABELS TELL

A. All food products must, by law, contain this information:

1. name of the product;
2. weight of net contents (contents minus packaging); and

3. name of the manufacturer, packer, or distributor.

B. Most labels contain a list of ingredients, with the biggest listed first. There are about 300 foods which do not have to list ingredients. These products are called by standardized names, such as "catsup" and "flour".

C. The label also will state whether the food contains artificial colors, flavors, and preservatives.

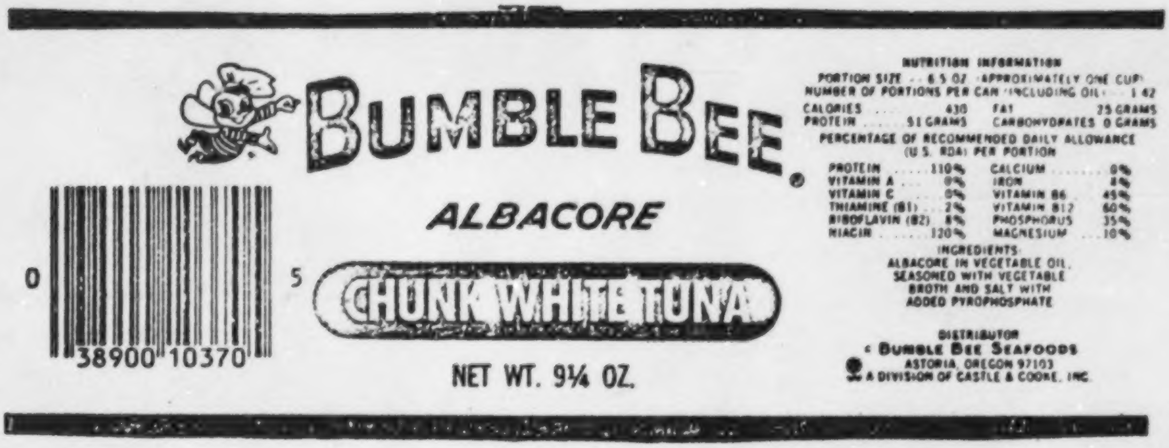
D. Some agricultural products are designated "Grade A". This is misleading because it refers to the appearance or the preparation conditions, not the nutritional value, of the food. For example, "Grade A" milk refers to the sanitariness of the production facilities, not to the nutritional quality of the milk.

III. UNDERSTANDING NUTRITION INFORMATION ON LABELS

A. The newest item on food labels is nutritional information. It tells which nutrients the product provides, and in what quantities. Once you understand this information you can use it to:

1. plan more nutritious meals;
2. get more nutrition for your food dollar by comparing the nutritional values of different brands and foods;
3. select food for special diets recommended by physicians, such as low sodium or low cholesterol;
4. count calories; and
5. compare new foods with familiar ones.

B. This label from a tuna fish can contains typical nutrition information.



BUMBLE BEE.

ALBACORE

CHUNK WHITE TUNA

NET WT. 9¼ OZ.

0 38900 10370 5

NUTRITION INFORMATION

PORTION SIZE -- 6.5 OZ (APPROXIMATELY ONE CUP)

NUMBER OF PORTIONS PER CAN (INCLUDING OIL) -- 1.42

CALORIES	430	FAT	25 GRAMS
PROTEIN	51 GRAMS	CARBOHYDRATES	0 GRAMS

PERCENTAGE OF RECOMMENDED DAILY ALLOWANCE (U.S. RDA) PER PORTION

PROTEIN	110%	CALCIUM	0%
VITAMIN A	0%	IRON	4%
VITAMIN C	0%	VITAMIN B6	45%
THIAMINE (B1)	2%	VITAMIN B12	60%
RIBOFLAVIN (B2)	8%	PHOSPHORUS	35%
NIACIN	120%	MAGNESIUM	10%

INGREDIENTS:
ALBACORE IN VEGETABLE OIL,
SEASONED WITH VEGETABLE
BROTH AND SALT WITH
ADDED PYROPHOSPHATE

DISTRIBUTOR
© BUMBLE BEE SEAFOODS
ASTORIA, OREGON 97103
A DIVISION OF CASTLE & COOKE, INC.

C. The essential nutrients are protein, carbohydrates, and fat. A properly balanced (or healthy) diet contains an adequate amount of each of them.

1. Protein -- the main nutrient responsible for building and maintaining body tissues. High sources of protein are meat, poultry, fish, seafood, milk (milk products) and eggs. Other good sources are legumes (dried beans, peas, soybeans), peanuts, and other nuts.

2. Carbohydrates -- the nutrients which supply energy. Important sources are starches (cereal grains, rice, and vegetables such as potatoes) and sugars (fruits, honey and molasses).

3. Fat -- the nutrient providing the most concentrated sources of energy. Weight for weight it supplies more than twice as much energy as carbohydrates or protein.

D. The label also tells how many calories the product contains.

1. Calories -- the measure of energy, reported in terms of heat.

That energy is used for maintenance of the body and for physical activity.

2. Calories consumed in excess of the body's needs are stored as fat.

IV. WHAT ELSE IS ON THE LABELS?

In addition to the basic nutrition information, labels contain other important facts. They tell:

A. The percentage of the U.S. RDA (United States Recommended Daily Allowance) for each nutrient contained in the food.

1. The U.S. RDA is the daily amount of certain vitamins, minerals, and nutrients that a person should eat to stay healthy. It is more difficult to assess the required amounts of calories, carbohydrates, and fat, so no RDA for them has been specified.

2. No claim can be made that a food is a significant source of a nutrient unless it contains at least ten percent of the U.S. RDA of the nutrient.

3. No claim can be made that one food is superior to another as a source of any given nutrient, unless it contains at least ten percent more of the U.S. RDA for that nutrient than does the other food.

B. The quantities of nutrients found in each average serving of the food. These labels from two different kinds of bread illustrate both the U.S. RDA and nutrition-per-serving requirements.

Label 1

NUTRITION INFORMATION
PER SERVING

SERVING SIZE	...2 SLICES
SERVINGS PER PACKAGE	10
CALORIES	195
PROTEIN	........8 GRAMS
CARBOHYDRATES	33 GRAMS
FAT	...........3 GRAMS

PERCENTAGE OF U.S. RECOMMENDED
DAILY ALLOWANCES (U.S. RDA)

PROTEIN	...10%	RIBOFLAVIN	.20%
VITAMIN A...	0*	NIACIN	.....25%
VITAMIN C...	0*	CALCIUM	... 4%
THIAMINE	...25%	IRON	......10%

*CONTAINS LESS THAN 2% OF THE U.S. RDA FOR THESE NUTRIENTS.

COPYRIGHT
ARNOLD BAKERS, INC.
GREENWICH, CONN. 06830
REG. PENNA. DEPT. AGR. CT. LIC. 2100
Produced under Union Shop Contract with United Bakery Workers pursuant to N.L.R.A.

INGREDIENTS
UNBLEACHED SPRING-WHEAT WHITE FLOUR, WATER, STONE GROUND WHOLE WHEAT FLOUR, UNPROCESSED MILLER'S BRAN, HONEY, CORN SYRUP, FRESH YEAST, WHEAT GLUTEN, GRANOLA, WHEAT FLAKES, BARLEY FLAKES, RYE FLAKES, ROLLED OATS, RAISIN SYRUP, LIQUID VEGETABLE SHORTENING, SALT, WHEAT GERM, YEAST NUTRIENTS.

Label 2

PEPPERIDGE FARM

MADE FROM
STONE GROUND 100% WHOLE WHEAT FLOUR
WATER
SPROUTED WHEAT KERNELS
SESAME SEEDS
RAW WHEAT GERM
SUN DRIED SUNFLOWER SEEDS
HONEY
SOYBEAN OIL
SALT
BROWN SUGAR
UNSULPHURED MOLASSES
FRESH YEAST
VINEGAR
LEMON JUICE

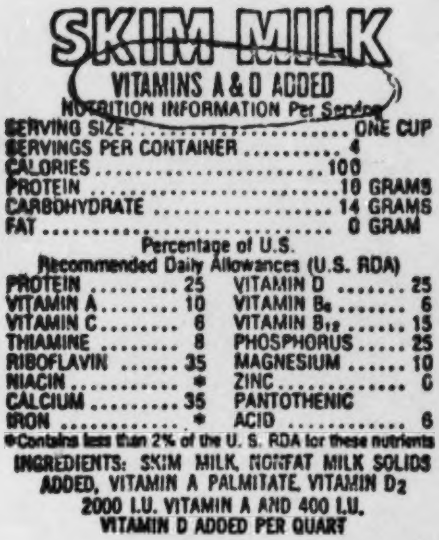
C. Whether any chemical preservatives, used to prolong the product's life, have been added. Preservatives have no nutritional value and are thought by many to be harmful.

For example:

MADE FROM UNBLEACHED ENRICHED WHITE FLOUR, WATER, CORN SYRUP, VEGETABLE SHORTENING, FRESH YEAST, SALT, NONFAT DRY MILK, U.S. GRADE AA SWEET CREAMERY BUTTER, HONEY AND CALCIUM PROPIONATE TO RETARD SPOILAGE.

D. Whether nutrients or vitamins have been added to the natural ingredients to increase food value.

For example:



SKIM MILK

VITAMINS A & D ADDED

NUTRITION INFORMATION Per Serving

SERVING SIZE	ONE CUP
SERVINGS PER CONTAINER	4
CALORIES	100
PROTEIN	10 GRAMS
CARBOHYDRATE	14 GRAMS
FAT	0 GRAM

Percentage of U.S. Recommended Daily Allowances (U.S. RDA)

PROTEIN	25	VITAMIN D	25
VITAMIN A	10	VITAMIN B_6	6
VITAMIN C	6	VITAMIN B_{12}	15
THIAMINE	8	PHOSPHORUS	25
RIBOFLAVIN	35	MAGNESIUM	10
NIACIN	*	ZINC	0
CALCIUM	35	PANTOTHENIC ACID	6
IRON	*		

*Contains less than 2% of the U. S. RDA for these nutrients

INGREDIENTS: SKIM MILK, NONFAT MILK SOLIDS ADDED, VITAMIN A PALMITATE, VITAMIN D_2

2000 I.U. VITAMIN A AND 400 I.U. VITAMIN D ADDED PER QUART

E. How much polyunsaturated and saturated fat, cholesterol, and sodium are contained in the food. This information is important to people put on restricted diets by physicians.

V. WHAT THE LABEL CANNOT CLAIM

It is good to know what a food label cannot say. The law forbids any statement on a food label that:

A. The food can prevent or cure any disease or symptom.

B. A balanced diet of ordinary foods is nutritionally inadequate.

C. Storage, temperature, processing, or cooking of a food is or may be responsible for an inadequacy in the daily diet.

D. A natural vitamin is superior to an added or synthetic vitamin.

E A food contains certain "nutrients", when such substances are of no known need or significant value in human nutrition.

VI. WHEN TO COMPLAIN ABOUT FOOD OR LABELS

A. The Food and Drug Administration (FDA) is the federal regulatory agency responsible, among other things, for regulating the informational content of labels on packaged food products.

B. Complain to the FDA if:

1. the product label does not comply with labelling rules;
2. there is any misrepresentation on the label; or
3. the food causes illness.

C. Send your complaint to U.S. Food and Drug Administration, 5600 Fishers Lane, Rockville, Maryland 20852. Include:

1. Your name, address, telephone number;
2. A clear statement of the problem;
3. As much detail as possible about the product label, including code marks;
4. Name and address of store where purchased; and
5. Date of purchase.

D. Save whatever remains of the product or container for your doctor's guidance or possible FDA inspection.

E. You should also report the problem to the packer or distributor listed on the label and to the store.

F. Consumers in 31 metropolitan areas have their own "hotline" to the FDA via consumer affairs officers. In New York City, for information about FDA activities and types of products regulated by the agency, contact:

Director, C.G. Shane
U.S. Food and Drug Administration
850 Third Avenue
Brooklyn, New York 11232

(212) 965-5725.

Percentage

The amounts of protein, vitamins, and minerals in a serving are shown on the nutrition information panel as percentages of the U.S. Recommended Dietary Allowances (U.S. RDA's).

Percentages of the U.S. RDA are given in increments of 2 percent (2, 4, 6, etc.) up to 10 percent; of 5 percent (10, 15, 20, etc.) up to 50 percent; and of 10 percent (50, 60, 70, etc.) above 50 percent.

NUTRITION INFORMATION

(PER SERVING)
SERVING SIZE=1 CUP*
SERVINGS PER CONTAINER=24

	FLAKES	FLAKES+BUTTER, MILK, WATER, SALT*
CALORIES	140	280
PROTEIN, GRAMS	4	6
CARBOHYDRATE, GRAMS	30	32
FAT, GRAMS	0	14
PERCENTAGE OF U.S. RECOMMENDED DAILY ALLOWANCES (U.S. RDA)		
PROTEIN	4	8
VITAMIN A	2	10
VITAMIN C	80	80
THIAMIN	10	15
RIBOFLAVIN	2	8
NIACIN	10	10
CALCIUM	2	4
IRON	4	4

*PREPARED ACCORDING TO RECIPE ON BACK OF PACKAGE.

Iron

The body requires iron for making hemoglobin, the red part of blood that carries oxygen to the cells and carbon dioxide away from them. Iron also helps the cells get energy from food. Only a few foods are good sources of iron: lean meats, liver, and other organ meats, shellfish, dry beans and peas, dark-green vegetables, dried fruit, egg yolk, and molasses are some of them. Whole-grain and enriched breads and cereals contain small amounts, but are important sources when eaten frequently.

Thiamin,riboflavin, niacin

These B vitamins play a central role in the release of energy from food. They also help with proper functioning of nerves, normal appetite, good digestion, and healthy skin. Generally, foods in the meat group are leading sources of these vitamins. Whole-grain and enriched breads and cereals supply smaller, but important, amounts. A few foods are outstanding sources—milk for riboflavin, lean pork for thiamin, and organ meats for all three.

US. Recommended Daily Allowances

The U.S. Recommended Daily Allowances (U.S. RDA's) are the amounts of protein, vitamins, and minerals used as standards in nutrition labeling.

These allowances were derived from the Recommended Dietary Allowances (RDA's) set by the Food and Nutrition Board of the National Research Council. The RDA's are judged by the National Research Council to be adequate for nearly all healthy persons and generous for most persons.

The U.S. RDA for most nutrients is the highest RDA of all sex-age categories. Therefore, a diet that furnishes the U.S. RDA for a nutrient will furnish the RDA for most people and more than the RDA for many.

Special U.S. RDA's for infants and young children may be used for baby and junior-type food.

Vitamin A

Vitamin A is needed for normal growth and for normal vision in dim light. It also helps maintain the skin and the inner linings of the body. Some foods you can get it from are liver, eggs, butter, margarine, whole milk, and some kinds of cheese. You get carotene, which the body can change to vitamin A, from some vegetables and fruits, particularly dark-green and deep-yellow vegetables and some deep-yellow fruits.

Vitamin C

Vitamin C, or ascorbic acid, helps to keep blood vessels strong and to develop connective tissues. It has a number of other roles, from tooth and bone formation to wound healing. You can get the amount of vitamin C you need in a day from a serving of a rich food source such as citrus fruit or juice, or strawberries. Other important sources include melons, tomatoes, cabbage, certain dark-green leafy vegetables, and potatoes and sweetpotatoes, especially when cooked in the jacket.

Calcium

Calcium is the most abundant mineral element in the body. Teamed up with phosphorus, it is largely responsible for the hardness of bones and teeth. Milk is an outstanding source of calcium. Cheese, ice cream, and certain dark-green leafy vegetables also contribute valuable amounts of calcium to the diet.

Explanation of Table 2

Table 2 shows what percentage of the U.S. RDA you need in order to get the Recommended Dietary Allowance (see p. 4) for various nutrients. Calorie allowances, which may differ depending on body composition and size and activity of the person, are also shown.

Most peope do not need 100 percent of the U.S. RDA for every nutrient. Use of 100 percent of the U.S. RDA as a nutritional goal is in no way dangerous, but it may lead to unnecessary changes in your diet and in food spending, as well as unwarranted concern about shortages of nutrients.

For meal planning tailored to your needs, use the appropriate goals shown in table 2. For example, the recommended amount of iron for a 60-year old-woman is only 60 percent of the U.S. RDA. Therefore, food for a day that provides 60 percent or more of the U.S. RDA for iron, rather than 100 percent, can be used as her goal in meal planning.

Table 2.—Allowances for food energy and percentages of the U.S. Recommended Daily Allowances needed to meet the Recommended Dietary Allowances for children, men, and women of different ages

Age	Food energy [1]	Protein [2]	Vitamin A	Vitamin C	Thiamin	Riboflavin	Niacin [3]	Calcium	Iron
Years	*Calories*	*Percent of U.S. Recommended Daily Allowance*							
Child:									
1–3	1300	85	40	70	50	50	30	80	85
4–6	1800	50	50	70	60	65	35	80	60
7–10	2400	55	70	70	80	75	50	80	60
Male:									
11–14	2800	70	100	75	95	90	55	120	100
15–18	3000	85	100	75	100	110	55	120	100
19–22	3000	85	100	75	100	110	60	80	60
23–50	2700	90	100	75	95	95	45	80	60
51+	2400	90	100	75	80	90	85	80	60
Female:									
11–14	2400	70	80	75	80	80	45	120	100
15–18	2100	75	80	75	75	85	30	120	100
19–22	2100	75	80	75	75	85	35	80	100
23–50	2000	75	80	75	70	75	30	80	100
51+	1800	75	80	75	70	65	25	80	60
Pregnant	+300 [4]	+50 [4]	100	100	+20 [4]	+20 [4]	35	120	100+
Nursing	+500 [4]	+35 [4]	120	135	+20 [4]	+30 [4]	35	120	100

[1] Calorie needs differ depending on body composition and size, age, and activity of the person.

[2] U.S. RDA of 65 grams is used for this table. In labeling, a U.S. RDA of 45 grams is used for foods providing high-quality protein, such as milk, meat, and eggs.

[3] The percentage of the U.S. RDA shown for niacin will provide the RDA for niacin if the RDA for protein is met. Some niacin is derived in the body from tryptophan, an amino acid present in protein.

[4] To be added to the percentage for the girl or woman of the appropriate age.

Source: U.S. Recommended Daily Allowance, "Food Labeling," Federal Register, vol. 38, no. 49, part II, March 14, 1973. Recommended Dietary Allowances, 8th ed. 1974, National Academy of Sciences, National Research Council.

6. Market Surveys

Substance

The purpose of market surveys is to accumulate comparative information about consumer products and services and to distribute the information throughout the community. Market surveys are simply comparison shopping on a group, large-scale basis done for the benefit of all.

Teaching Method

The best way to teach market surveys is to have each trainee do a mini-survey and to lead the group slowly through each step of the survey process. The first step is to introduce the concept. This involves a careful discussion of the outline at the first class. We asked each trainee to come to the second class prepared to say what kind of survey (s)he would conduct and to write in class the worksheet that (s)he would take to each store surveyed. The general guidelines were that the survey should be done, if possible, in the neighborhood where the trainees worked (rather than lived), and that it be relevant to the lives of the trainees' constituents (rather than the trainees). To focus their thoughts about the surveys, the trainees were required to complete the Market Survey Planning Form (see attached) for the next class.

At the second class, each trainee was asked to work for 15 minutes designing a worksheet, which is the form to be filled out for each seller surveyed. We circulated among the group after about ten minutes helping everyone to finish the job. When the forms were all correct, a general discussion was had about the problems of design. Generally, the worksheet should be as follows:

TYPE OF SURVEY:

Seller's name, address, phone number, manager: Date

Items to be surveyed described in complete detail (quantity & quality)	Price (or other feature)

Extra information (e.g., store open late, delivery free, food stamps accepted, etc.) ______

Name, address, phone number of survey taker

Also at the second class we distributed two sample surveys and discussed their pros and cons. Pointing out the negative features of sample surveys is very important. For example, the Consumer Watchdog Committee's survey of gas stations (see outline, p.10) is confusing and cramped. This is in sharp contrast to the following well-ordered drug survey (see outline, p.11).

The next assignment (for class 3) was to do the survey, and design and complete at home a form clearly reporting the survey findings. Models for this form are attached to the outline. One or two weeks can be given for this task but the surveys themselves should be done within one week to guarantee that no changes occur during the survey.

When all of the model surveys are done, discuss the problems encountered in conducting them. Discuss the added problems of directing a larger survey, including choosing the kind of survey, organizing it, training and supervising a staff of workers, and distributing the results (see outline, pp.5-9). A good idea is to emphasize that you will be available to help your trainees conquer these administrative bumps. Review the trainees' forms for clarity, choice of goods or service, and orderly presentation, and return them at the next class.

Besides requiring each trainee to do the mini-survey, we asked the trainees to write a press release and plan for distribution. The point of these tasks is that surveys are valuable to the extent they are widely distributed. A press release will often be carried in local newspapers and other media, which generally like to carry news about activist local groups. The distribution plan is critical because it forces the trainees to think about all of the ways to reach the community. Perhaps the entire survey could be published in a local newspaper. Perhaps the best method would just be to hand out the survey on street corners or at public transportation stops.

Explanation

Market Surveys is an important lesson for community group workers, since the regular surveying of merchants is an excellent way for a group to gain economic power in a community. At the very least, a group conducting surveys will be able to save people money. The group will also gain valuable information about the business practices and ethics of local merchants which can be used to rally support for actions, including picketing, etc.

against the merchant (see lesson 8). There is little, if any, intellectual difficulty with the concept and practice of market surveys and no law (other than the law of your jurisdiction concerning the right of a merchant to ask a peaceful person who is conducting a survey to leave the store). Rather, market surveys demand administrative competency, and trainees need lots of encouragement and assistance.

A very important point to emphasize is that price surveys, although the most popular, are not the only kind of survey possible. In fact, the kinds of possible surveys are limited only by a group's imagination and resources. Kinds of surveys include product quality, availability, service, and compliance with the law. Also, a survey can be of more than one type. A supermarket price survey can also include the cleanliness of the store, whether food stamps are accepted, whether sale items are truly available, whether the store delivers, and whether the store is open nights and Sundays.

Problems

Besides the large amount of time and energy necessary to teach this skill properly, it should be taught only to trainees who intend to make surveys a regular part of their programs.

Materials

a.) Outline
b.) Forms

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

MARKET SURVEYS

I WHAT IS A MARKET SURVEY?

A. A market survey is simply a comparison of a number of different places selling the same goods or services. It can show whether stores are complying with the prescription drug price posting law or whether they carry certain dangerous toys. But, most often, a market survey compares prices that neighborhood stores are charging.

B. Price surveys compare prices for identical goods at a number of stores.

1. They usually are limited to a particular community or neighborhood.

2. The most common price surveys compare:
   - a. supermarkets and/or grocery stores;
   - b. drug stores;
   - c. gasoline stations.

II WHY DO A MARKET SURVEY?

A. Market surveys can be used to steer people to the stores offering the lowest prices or the best compliance with a consumer law.

B. The ability to complete a markey survey shows store owners that you have some clout. They can be a way of bringing pressure on store owners to lower their prices or change their hours or comply with an existing law.

C. They can serve, too, to establish a new community group or subgroup or to revitalize an existing one. Working on a common project with a definite final product that is useful to others can be a huge morale booster.

III WHAT WILL IT LOOK LIKE?

A. There are a number of good ways to use your results, and you can choose more than one form. The final product(s) can be:

1. A mimeographed sheet for distribution to community members.
2. An article in a local newspaper.
3. A booklet put out by a local legislator.
4. An announcement read over local radio station(s).
5. A press release sent to newspapers and broadcast stations.

B. Your choice should depend on what is likely to be of most value to your community, and what resources you have available.

IV HOW TO DESIGN ONE

You must take the time to carefully plan a market survey, or it is guaranteed to flop. The following questions must be considered and decided before you can begin:

A. What do you basically want to learn or demonstrate?

It might be:

1. Which of the pharmacies in Bedford-Stuyvesant comply

with the prescription drug price posting law?

2. How do thruway gas station prices compare with those of adjacent gas stations?

3. How do all the supermarkets in a particular neighborhood compare in prices?

B. How will you learn that or what specific information will you obtain?

The answer could be:

1. By doing a compliance survey of all the pharmacies in Bedford-Stuyvesant.

2. By visiting six gas stations on a stretch of the thruway and 12 in adjacent neighborhoods and comparing their prices for all types of gas.

3. By comparing prices in 14 neighborhood supermarkets for 12 meat and produce and household goods items.

C. When will the information be gathered?

1. The information should all be collected on the same day (so that you are surveying the identical "market" -- conditions change from day to day). This is essential for price surveys, since prices are constantly being changed and sometimes vary according to the day of the week.

2. For non-price surveys, you can do the surveying over several days, if need be.

D. How many places will be surveyed?

E. Which ones will they be?

You must have a complete master list of the places to be surveyed and their addresses.

F. Who will gather the information?

1. Obviously, the number of people needed depends on:

   a) the number of places to be surveyed;

   b) how geographically far apart they are; and

   c) how long the surveying of one store takes.

2. Once you know those facts and can estimate how many people you need try to get at least one or two extra people. Someone almost always drops out at the last minute.

3. People whom you know and can rely on are preferable, of course. Whoever is involved should be impressed with the importance of letting the director know immediately if they are unable to do any part of their assignment.

G. Who will direct the project?

1. It is essential that one person be in charge. The project director is needed to:

   a) give assignments and instructions to surveyors;

   b) answer questions;

   c) keep careful track of who is doing what;

   d) bear the responsibility of seeing that the survey is completed and is accurate.

2. The director should do a part of the surveying (a trial run) him or herself before giving out assignments.

H. What will it cost?

1. Market surveys can be done quite inexpensively. But, even if the surveyors are all volunteers, there are always some costs. They include:

   a) materials

  - (i) paper for forms and final products
  - (ii) pencils, pens, etc.;
- b) printing or mimeographing or photocopying of forms and final products;
- c) postage;
- d) telephone costs;
- e) transportation.

2. An organization which has office space can often absorb these costs, particularly if you are not trying to print and distribute large numbers of booklets.

3. If your organization cannot, or if you want to conduct a survey on your own, you might look for a sponsor.

   a) A sponsor can lend legitimacy to the survey and/or can lend you office space and cover some of the other costs.

   b) A sponsor will usually want some credit for the survey results. It can be called "a joint project" of both of you or a project carried out by you "under sponsorship of" or "with the help of" the sponsor.

   c) Likely sponsors are local politicians, who can also help insure that you get coverage of the results.

I. Where will the project be located?

You must have one central place to keep your materials and completed forms; to meet with surveyors; and to put together the final product(s).

V. HOW TO GET STARTED

A. Answer all the questions raised in Section III.

B. Decide what stores will be included.

1. What kind of store.

2. Within what area(s). Logical ones include:

   a) neighborhood;

   b) town;

   c) borough;

   d) city.

3. All or some?

   a) Most surveys cover all stores (or stations) in a particular area.

   b) Some surveys take a sampling rather than a complete market survey to give an overall picture. If you don't survey all stores, you must be certain that the stores are selected in a fair and representative way. Otherwise your survey can be severely criticized. One fair way to do it is to start with a complete list of all stores and choose every other or every third or fourth one to survey. The yellow pages of the telephone book can sometimes be used for this purpose.

C. Decide what will be surveyed.

1. You must choose the exact quantity, forms, brand-name (if relevant) and all other characteristics of the product in order to do a correct price survey.

   a) Unless you do this, you will wind up comparing oranges and apples. This is one of the easiest mistakes to make in designing a market survey.

   b) Pretesting your form will be a check on this.

2. Get as broad a range of products as possible. If you are looking to compare how expensive various stores are (the usual

purpose of a price survey), choose several different types of items from different departments in the store. For example, a price survey of supermarkets could include items from the produce, meat, household products, prepared foods, frozen foods, dairy, and other departments.

3. Think about how many items you want to include. For a supermarket survey between six and 12 is a suggested quantity.

D. Design the survey form.

1. The purpose of the form is to insure that every surveyor obtains the same information in a way that makes it simplest to compile the final product (report or press release or whatever).

2. It should be as simple as possible to use while containing all relevant information.

3. Designing a good survey form (that is, one which works for you) is much more involved than it looks. In fact it is often the most difficult part of conducting a market survey, so be sure to take enough time and to have at least two people review it.

4. It should include:

a) surveyor's name

(i) This is essential for checking any questions when compiling the final product, and

(ii) to respond to questions or complaints after the final product is issued;

b) date surveying was done;

c) place to list price or other information you are seeking;

d) name and address of each store or station being surveyed (this information can be filled in before the forms are given to surveyors);

e) room for any additional notes and comments.

5. In order to be sure that the form will do what you want it to, and as a general check on the planned survey itself, it is important to pre-test.

a) A pre-test is simply a mini-version of the survey, best done by the project director. For example, if your survey will cover 40 drugstores, you would go to one or two first and fill out the form yourself.

b) It must be done before the survey forms are reproduced for the surveyors.

E. Talk with the surveyors.

1. A general meeting of everyone involved is preferable because it helps create a sense of togetherness and responsibility. If such a meeting is difficult to arrange, you can talk with the surveyors individually.

2. Be sure to explain the purpose of the survey.

3. Give very detailed instructions about what surveyors are to do. Be sure to also:

a) encourage them to ask questions; and

b) let them know how to reach you if they have questions while they are doing the surveying.

4. Stress the importance of being absolutely accurate and of completing the work on the assigned day(s).

5. Explain when and how you will collect the forms.

F. Collect the data -- as soon as the survey is done, the surveyor must hand in all forms.

G. Compile the data.

1. There are usually several correct ways of compiling the data. Which ones are best for you depends on the kind and amount of information which you've gathered and what you plan to do with it. Attached are samples.

2. Be sure that at least two people look over the proposed way of compiling the data and try to make it as clear and as easy to understand as possible.

3. Always double check (by having two people do it separately) the figures when you transpose them from survey forms to the final compilation. It is very easy to make mistakes doing this kind of repetitive work.

H. Prepare the final product(s).

1. There are also a number of ways of doing this well. Attached are samples of a booklet, and a press release.

2. Spend the extra time needed to make the final product(s) attractive and neat. It pays off in the greater amount of attention it will receive.

I. Distribute the information. You can:

1. Slip copies of the survey under doors of community residents.

2. Send a copy of the survey to all local newspapers and radio stations.

3. Distribute in community centers.

THE CONSUMER WATCHDOG COMMITTEE
1912 Flatbush Avenue
Brooklyn, New York 11210

Howard Schneider
Executive Director

Station	Street	Regular		Premium		No Lead	
		1/75	10/75				
Mobil	17th & Y	54.9	60.9	58.9	64.9	55.9	61.9
Texaco	16th & Z	54.9	59.9	58.9	63.9	56.9	61.9
Amoco	17th & Z	56.9	62.9	59.9	66.9	59.9	—
Sunoco	17th & Z	56.9	62.9	60.9	66.9	53.9	61.9
Mobil	Ocean & Z	58.9	64.7	64.9	69.9	62.9	67.9
Getty	21st & Z	—	—	57.9	64.9	54.9	61.9
Exxon	Nostrand & Emmons	59.9	65.9	65.9	69.9	61.9	66.9
Power Test	Nostrand & Y	55.9	62.9	59.9	66.9	56.9	63.9
Amoco	Nostrand & Y	56.9	63.9	61.9	68.9	56.9	—
Texaco	Nostrand & Y	59.9	65.9	63.9	69.9	57.9	63.9
Shell	Nostrand & U	55.9	62.9	62.9	69.9	60.9	67.9
Sunoco	Haring & U	56.9	61.9	61.9	66.9	60.9	60.9
Exxon	Gerritsen & U	59.9	61.9	64.9	68.9	55.9	63.9
Mobil	Gerritsen & U	57.9	62.9	62.9	68.9	60.9	63.9
Amoco	Gerritsen & U	56.9	62.9	60.9	66.9	56.9	—
Texaco	Gerritsen & Knapp	54.9	60.9	60.9	65.9	57.9	66.9
Sunoco	Gerritsen & Knapp	55.9	61.9	61.9	68.9	54.9	[illegible]
Mobil	Knapp & X	65.9	65.9	67.9	72.9	59.9	68.9
Shell	Knapp & Y	57.9	64.9	65.9	71.9	61.9	67.9
Sunoco	Knapp & Voorhies	60.9	65.9	66.9	69.9	57.9	62.9
Gulf	Knapp & Voorhies	56.9	63.9	63.9	67.9	59.9	64.9
Mobil	Knapp & Sh.Pk.	65.9	68.9	67.9	72.9	65.9	68.9
Mobil	E. 38 & U	59.4	62.9	64.3	67.9	—	—
Getty	Ryder & U	—	—	59.9	66.9	59.9	61.9
Texaco	Kimball & U	54.9	61.9	60.9	65.9	56.9	63.9
Amoco	Kimball & U	58.9	64.9	62.9	68.9	58.9	—
Mobil	Flatbush & U	59.9	65.9	65.9	69.9	62.9	67.9
Saeeway	Flatbush & T	54.9	59.9	58.9	64.9	56.9	62.9
Texaco	Utica & S	54.9	—	59.9	—	59.9	—
Shell	Flatbush & S	56.9	62.9	66.9	69.9	62.9	—
Getty	Flatbush & S	—	—	61.9	66.9	57.9	63.9
Mobil	Flatbush & E.48	59.9	—	64.9	67.9	59.9	63.9
Exxon	Flatbush & K.Hway	58.9	61.9	66.9	64.9	69.9	67.9
Getty	Flatbush & K.Hway	—	—	60.9	66.9	57.9	64.9
Citgo	Flatbush & K.Hway	54.9	60.9	—	—	54.9	61.9
Mobil	Nostrand & K.Hway	59.9	64.9	64.9	69.9	59.9	67.9
Shell	Nostrand & M	56.9	65.9	61.9	69.9	[illegible]	61.9
Merit	Nostrand & I	54.9	59.9	58.9	63.9	59.9	61.9
Exxon	Flatbush & N.Y.Av.	60.9	65.9	63.9	—	62.9	64.9
Sunoco	Flatbush & E.34	56.9	64.9	65.9	65.9	62.9	[illegible]
Mobil	Flatbush & J	58.9	64.9	65.9	69.9	57.9	[illegible]
Texaco	Flatbush & K	57.5	63.9	61.5	67.9	63.5	[illegible]

NOTE: This is a poor compilation because it is both difficult to read and difficult to use.

	Quantity	HARDY'S PHARMACY 327 Victory Blvd	HENDERSON PHARMACY 506 Henderson Ave	HOLIDAY DRUG 561 Targee	ISLAND PHARMACY 2445 Hylan Blvd	KOBREN B 1578 Forest Ave	LAURIE MICHAEL 268 Morningstar Rd	LOMAR PHARMACY 1693 Hylan Blvd	MAIBAUER ROBERT 200 Richmond Ave	McCRUM'S DRUG STORE 281 Broadway	MILLER'S PHARMACY 173 Broad	PAPAZIAN PHARMACY 494 Broadway	PATHMARK PHARMACY Forest & Crystal	PATHMARK PHARMACY Richmond & Yukon	PAUL'S ECONOMY 169 Richmond Ave	RACENSTEIN'S DRUG 520 Forest Ave
Achromycin ® V-250 mg Cap	40	4.50	3.45	3.44	3.80	4.45	4.90	4.10	5.45	4.85	3.50	5.95	2.89	2.89	4.50	4.10
Benadryl ® 50 mg Kapseal	50	3.75	3.65	2.67	3.35	3.25	3.90	3.25	4.45	3.85	3.25	4.95	2.29	2.29	2.50	3.75
Darvon ® Comp 65 mg Cap	30	4.00	4.50	3.64	4.22	4.25	4.50	3.95	5.40	4.50	3.75	5.75	2.99	2.99	3.95	4.25
Dimetapp ® Extentabs	50	7.00	7.50	6.44	6.10	7.25	8.25	6.95	8.40	6.85	6.90	7.45	5.39	5.59	6.95	6.40
Diuril ® 500 mg Tab	100	9.00	8.50	5.99	7.40	10.75	11.50	8.25	11.40	9.85	7.50	9.95	6.29	6.29	8.95	9.10
Donnatal ® Tab	100	3.75	3.95	1.99	3.40	3.25	2.50	3.95	4.25	3.95	2.95	4.95	1.89	1.99	2.75	3.55
Elavil ® 10 mg Tab	100	6.50	6.75	4.89	5.60	5.75	7.20	6.30	9.90	7.95	5.95	7.95	5.79	5.79	5.50	5.25
Erythromycin ® 250 mg Tab	16	3.75	4.00	2.38	3.60	4.45	4.80	4.80	4.75	3.45	3.25	4.95	2.29	2.29	3.25	6.50
Gantanol ® Tab	30	3.75	3.95	3.24	3.95	3.75	4.50	3.95	5.10	3.95	3.60	4.95	2.89	2.89	3.65	3.90
Ilosone ® 250 mg Pul	16	5.60	5.60	4.96	5.15	5.45	6.40	5.40	5.60	5.50	5.50	6.95	4.83	4.83	4.85	5.25
Lasix ® 40 mg Tab	100	12.00	13.50	7.99	10.50	13.75	15.00	10.95	15.00	13.50	9.95	12.95	7.99	7.99	10.75	11.95
Librium ® 10 mg Cap	100	10.00	10.50		8.10	12.75	11.50	9.95	12.90	10.50	8.95	10.95	6.28	6.28	8.95	9.25
Melarill ® 25 mg Tab	30	4.25	4.95	4.02	5.70	4.95	5.25	4.40	5.85	4.75	4.25	4.95	3.59	3.59	3.95	4.55
Orinase ® Tab	100	11.00	9.50	7.79	9.20	11.75	10.50	9.45	12.75	11.00	9.50	10.95	7.89	7.89	8.50	10.50
Ovral ® Tab	1 x21	2.50	2.75	2.19	3.70	2.85	2.90	2.35	2.75	3.00	2.75	2.95	1.99	1.99	2.25	3.25
Premarin ® 1.25 mg Tab	100	9.50	11.50	6.99	8.90	11.25	13.50	9.95	13.50	10.95	9.50	10.95	7.39	7.39	7.75	10.50
Seconal Sod ® 100 mg Pul	30	2.75	2.65	1.67	2.65	2.25	1.95		2.80	3.45	2.50	3.35	1.69	1.69	2.25	2.65
Terramycin ® 250 mg Cap	40	14.00	12.00	11.49	9.25	10.75	14.00	11.95	15.50	12.25	11.50	12.75	11.00	11.00	11.50	10.55
Thorazine ® 25 mg Tab	100	6.50	6.95	5.89	5.80	7.45	7.50	5.95	8.40	7.25	5.95	6.95	4.13	4.13	5.95	6.10
Valium ® 5 mg Tab	100	12.00	12.95	7.99	9.20	12.75	13.80	10.50	15.00	12.25	10.95	12.95	7.99	7.99	10.50	11.75
TOTAL for pkg of 20 drugs		$136	$139		$120	$143	$154		$169	$144	$122	$154	$97	$98	$119	$133
Free Delivery		Yes	Yes	No	Yes	No	No	Yes	Yes	No	Yes	No	No	No	No	Yes
Evening Hours, 0-7 days		5	5	6	4	7	5	6	2	6	7	7	6	6	2	123
Sunday Hours		No	Yes	Yes	No	Yes	Yes	Winter	No	Yes	Yes	Yes	No	No	No	Yes
P[illegible]ent Profiles		Yes	No		Yes	Yes	Yes	Yes	No	No	Yes	No	No	No	No	No
Medicaid		Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

122

PRESS RELEASE

For Immediate Release (April 20, 1976)

For Further Information Contact:

Fred Frump 423-7891

EAST KLEENEX CONSUMER CENTER FORMED

A group of East Kleenex Consumers, with the sponsorship of Assemblyman Sid Drate, have formed the East Kleenex Consumer Center (EKCC). The purpose of the consumer center will be to survey and compare the prices of supermarkets, drug stores, gas stations and other business establishments in the East Kleenex area. Surveys will be made every two weeks and the results will be made available to consumers in the community.

EKCC also announced that Grace Gripplespoon has been selected to serve as chairperson. Ms. Gripplespoon said that the new organization is looking for volunteers to help with the survey. They are also willing to send speakers to community organizations interested in consumer problems. The consumer center is sharing the office of Assemblyman Drate at 45 Nader Street. Anyone wishing to contact the consumer center can come to the office Monday through Friday, from 9 a.m. to 5 p.m., or call 423-4085. The results of the first survey of supermarkets will be released in two weeks.

Assemblyman Drate was pleased by the formation of EKCC and said "I think the surveys will provide East Kleenex residents with the information they need to select the stores with the lowest prices."

more-more-more

The consumer center announced the following appointments: Diane Diagenes in charge of volunteers, Rich Ripalong, supermarket survey, Gregory Gotcha, drug store survey, Patty Petrol, gas station survey and Fred Frump, publicity.

##############

EAST KLEENEX CONSUMER CENTER

Market Survey

The East Kleenex Consumer Center was formed to help consumers in the East Kleenex community. Our first project is surveying various stores, gas stations and other businesses in the community to compare prices and show any general trend in consumer prices. Below is the first such survey of supermarkets taken the week of March 21. The results of surveys will be distributed every two weeks. Volunteers are needed to help put out these surveys. If you have any consumer problems or would like to volunteer, you can reach us at the office of Assemblyman Sid Drate at 45 Nader St. or call 523-4085. We would also be willing to speak to community groups.

	Happy Market 4th + Elm	Thrift Market Main ST.	Save Mart 580 Oak	Yummy shop Broadway
Fleischmanns Marg. 16oz.	.83	.83	.93	.93
Muellers Spaghetti 16oz.	.40	.59	.49	.49
Campbells Chicken Noodle	.20	.20	.20	.20
Pepsi 6pack 12oz. cans	1.19	1.29	1.29	1.39
Kellogs Corn Flakes 12oz.	.51	.51	.61	.61
Minute Made Orange Juice 6oz	.35	.35	.35	.45
Cold Power 49 oz.	1.45	1.55	1.45	1.65
Sanka Instant 8 oz.	2.89	2.69	2.89	3.09
Green Giant Peas 8½ oz.	.27	.27	.27	.27
Matzahs-Manischewitz 10 oz.	..59	.49	.49	.59
Wonder Bread 22 oz.	.65	.65	.65	75
Total	8.42	9.42	9.62	10.42

	Happy Market Broadway	Thrift Market Collins Ave	Food Store Kleenex Ave	Super Market 8th + L
Fleischmanns Marg. 16oz.	.83	.83	.93	.83
Muellers Spaghetti 16oz.	.69	.49	.49	.59
Campbells Chicken Noodle	.20	.20	.20	,20
Pepsi 6pack 12oz. cans	1.19	1.19	1.29	1.29
Kellogs Corn Flakes 12oz.	.51	.51	.51	.41*
Minute Made Orange Juice 6oz	.35	.35	.45	.35
Cold Power 49 oz.	1.45	1.45	1.55	1.55
Sanka Instant 8 oz.	2.89	2.69	2.79	2.79
Green Giant Peas 8½oz.	.27	.27	.37	.27
Matzahs-Manischewitz 10oz.	.65	.65	.45*	.65
Total	8.52	9.52	9.62	9.52

* denotes sale

A special thanks goes to Rich Ripalong who directed the supermarket survey with the help of Fran Roberts and Jake Carmel.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

MARKET SURVEY PLANNING

Name:

Organization:

1. Type of survey:

2. Purpose:

3. Stores or other facilities to be compared. (Give complete list with addresses Use a minimum of five places, selected fairly.)

4. What is being compared? (If items, give complete list, including brand-names, where relevant; size; other identifying characteristics. If not items, describe as fully as necessary.)

5. When survey will be conducted. (Give date or alternate dates.)

6. Name of survey director.

7. Survey staff (if any).

8. What will survey results look like? (Describe planned end result as fully as you can.)

9. Who will survey results be given to? (Give full names, addresses, and addresses of all broadcast stations, newsprint media, community groups, etc. If you do not plan on actually distributing the results of the mini-survey, answer in terms of what you would do if this were a full-scale market survey. If you plan on a general distribution to members of your organization, explain how you will do this.)

10. Add any other relevant information.

7. Budgets

Substance

Budgeting is the basic skill of financial management and is tied in with consumer credit topics. The lesson introduces the concepts of why and how to budget and of fixed and flexible expenses, and emphasizes that you can't spend more than you have. Since credit is a major element in personal finance, only informed budgeting guarantees that an individual's credit opportunities do not turn into credit nightmares. Therefore, budgeting is a major preventive consumer skill; its absence can cause serious financial problems and subject people to the woes described in the Debt Collection (lesson 14) and Consumer As Defendant (lesson 15) topics.

Teaching Methods

We distributed the outline on budgeting one session in advance, and discussed it in detail at the beginning of the Budgets class. We then asked the trainees to prepare someone else's budget, using the budget work sheets we prepared (attached). Two weeks later we collected the completed worksheets and set aside additional class time to discuss the difficulties of obtaining accurate data, and the absolute necessity for a budget to be based on honesty and good record keeping. Find out from the trainees what they and their subjects learned. Because accurate budgeting is often a shocking and sober experience, you may generate an exciting discussion.

Explanation

Many people are intimidated by formal budgeting, but some of these fears can be dispelled by pointing out that all people budget informally in their heads every time they say to themselves, "If I buy X today, I won't have enough money to buy Y next week." Explain that the use of formal budgeting is just the best way to do what everyone does informally.

Problems

There are several problems associated with this topic. Not only must you overcome the inevitable resistance to the formation of a new, formal written habit, but you must emphasize that budgeting must be done thoroughly and honestly even if the results are embarrassing to the subject. Also, because few people have all of the raw data (e.g., receipts) necessary for the task, many people tend to rely excessively on estimates. Too much use of estimates becomes tedious and increasingly distorts the results. Thus, the importance of honesty and record keeping cannot be overemphasized. Also, budgeting is best if done periodically. You may wish, therefore, to have the trainees do another budget for the same person a few months later.

Other Possibilities

A budget lesson plan was prepared by a trainee for use in her adult language skills class. The lesson outline emphasizes reading comprehension, discussion, and writing skills. It introduces on an elementary level the concepts of managing money and is therefore appropriate for trainees who work with less sophisticated people.

Materials

a.) Outline
b.) Worksheets

Bibliography

Sylvia Porter, The Money Book, Doubleday, New York 1975

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

BUDGETS

A budget is simply a plan for spending money. Planning a budget is an essential step for most people to help straighten out money problems or to avoid them.

I WHY HAVE A BUDGET?

A. Working out a budget cannot change the facts if you simply do not have enough money. But it can help you make rational decisions about how best to spend what you do have. And, it can help you see how much more money you need to live the way you want to.

B. A budget is a good way of figuring out if you can afford to do something like buying on credit or taking a trip.

C. Budgeting shows you how you are spending your money now -- what percentage goes for food or clothes or liquor. Once you see this you may want to change your spending pattern.

II HOW TO BUDGET

A. Be honest. It is pointless to spend the time working out a budget if you exaggerate or underestimate. There is a tendency to do this (especially about items which you think you ought to be spending less money on), but don't.

B. Unless you have kept careful financial records it will be necessary to estimate certain expenses. After you do an estimated budget, you can keep records for a month or two and then do an actual budget.

C. Include everyone who lives with you and shares expenses -- make it a household budget.

D. Keep all financial records -- rent stubs, utility bills, bankbooks, receipts. Save them in one place and use them to check your estimated expenses against your actual expenses.

E. Understand these key terms:

1. Income -- any money you receive regularly. Take-home pay, of course, also tips; payments from the government; child support; rent from a tenant or boarder; and many other possibilities.

2. Fixed expenses -- things which you regularly pay for and must pay about the same amount for every month (or face cut-offs or legal problems). The easiest examples are rent and taxes, but payments that you bind yourself to legally, like for a car or furniture or even magazine subscriptions, also fall in this category. Fixed expenses can change (an example is if you move to a cheaper apartment or finish paying off a sofa), but they change less often and you have less control over them than over flexible expenses.

3. Flexible expenses -- things which you may need or want to pay for each month, but which change easily in amount. All luxuries, vacations, and major purchases bought for cash fall into this category. So, too, do items like food and clothing. They are essential items, but the amount which you spend on them can be varied.

4. Goals -- purposes for which money will be used in the future which you must plan for. They include:

a) savings to have on hand for emergencies;

b) short-term goals (non-routine purchases or expenditures like vacations which you plan to make within the next three months);

c) long-term goals (the largest or longest of expenditures like a down payment on a house or a retirement fund or a college education).

5. Time period -- Everything included in the budget planning except the goals, must be based on the same time period. We are using a one-month period because most people pay their rent and utility bills and make their credit payments on a monthly basis. If you prefer, you can use a two-week or one-year period. It is important that you do the proper arithmetic so that everything works out to the same time period. For example, if you use the one-month budget but are paid twice a month you will have to multiply your take-home pay by two in order to enter it on the worksheet under income. For flexible expenses which are not the same every month, like clothes or vacations, it is a good idea to figure out what you spend annually and then divide that sum by 12 to arrive at the "monthly" expense.

F. Analyze your budget after you work it out.

1. You may be surprised at learning how you spend your money. Armed with this knowledge you can decide where to cut down spending.

2. Periodically review the worksheets because spending patterns do change. It's a good idea to adjust your budget every six months or

so, as well as every time your income or expenses change.

III WORKSHEETS AND BUDGET

A. Budget worksheets. The purpose of the worksheets is to get all the necessary information from the person or family whose budget is being prepared. Under each category (Income, Fixed Expenses, Flexible Expenses, and Goals) be sure to think about other ones which may not be included. Also be sure that every member of the household is included for each category.

B. Budget. This document presents the conclusion drawn from all the worksheet figuring. It is the summary of your ongoing financial situation.

C. Example: Elmer and Sadie Hornsby. Attached are sample worksheets and a budget to show you how they are used. (Blank forms are available for you to take with you.)

Hornsby family
(Elmer + Sadie)

BUDGET WORK SHEET 1

(ONE MONTH BASIS)

INCOME

Take-home pay	
1. (name) Elmer	$358.46
2. (name)	
3. (name)	
Payments from Social Security	
Veterans Payments	
Aid to Dependent Children	
Payments from Insurance	
Tips	25.
Babysitting Money — Sadie	20.
Savings Bank Interest	6
Earnings on Investments	
Rent from Boarder(s)	
Child Support	
Other	
	+
TOTAL SPENDABLE INCOME	$409.46

BUDGET WORK SHEET 2

FIXED EXPENSES

(Do not include anything if it is deducted
from paycheck before you get it.)

Rent	$100
Gas and Electric	15
Water	
Telephone (basic charge only, not long distance or extra message unit charges)	10
Installment Payments	
Car	
Furniture	10
Appliance	
Other	
Bank Loan	
Payments to Dependents (child support, alimony, etc.)	
Insurance	
Car	
Life	
Fire and Theft	
Health and Accident	5
Other	20
Car Upkeep (gas, oil, etc.)	
Taxes	
Dues	
Union - Elmer's	5
Club	
Transportation to Work and School	20
School (college, private school, long-term course)	
Other	
	+

TOTAL FIXED EXPENSES $ 185

BUDGET WORK SHEET 3

FLEXIBLE EXPENSES

Food	$
at home	80
out	20
Liquor	
at home	8
out	2
Smoking Materials	
Household Supplies (paper goods, cleansers, etc.)	8
Toilet Articles (toothpaste, soap, cosmetics)	8
Doctor Visits	8
Dentist Visits	2
Medicine and Medical Supplies	
Haircuts and Beauty Parlor Visits	6
Clothing	20
Laundry	6
Dry Cleaning	2
Reading Materials	
newspapers	4
magazines or comics	
books	
Entertainment	
parties	
movies	6
plays/dance	
admission to sports events	
clubs (dancing, supper, etc.)	6
bowling	4
betting (bingo, bridge, track, etc.)	
other__________	
Telephone (long distance and extra message unit charges)	
Travel/Transportation (except for work and school)	18
Toys and Games	
Sports Equipment	
Lessons (short-term)	
Spending or Pocket Money (children and adults)	4
Donations	
church/synagogue	
charities	
Major Purchases (down payment or if not bought on credit)	
TV	
car	
furniture	
other__________	
Gifts	
Others__________	
__________	
__________	+
__________	

138

TOTAL FLEXIBLE EXPENSES $ 212

BUDGET WORK SHEET 4

GOALS

	Would Like To Put Aside $
Savings for emergencies	10
Short-term (examples: vacation, color TV, refrigerator)	
bus tickets to Washington	10
Long-term (retirement fund, down payment on house)	

TOTAL DESIRED GOAL PAYMENTS $ 20

(But, Hornsbys have only $12 extra each month, so are short $8.)

MONTHLY* BUDGET

FIXED EXPENSES	$ 185
FLEXIBLE EXPENSES	+ 212
TOTAL EXPENSES	$ 397

TOTAL INCOME	$ 409
TOTAL EXPENSES	- 397
	$ 12

AMOUNT LEFT FOR SAVING AND/OR NEW SPENDING (If total income is greater than total expenses)	* **OR**	AMOUNT OVERSPENT (If total expenses are greater than total income)

*You can make this a two-week, a two-month, or even a yearly budget if that better suits your needs.

BUDGET WORK SHEET 1

(ONE MONTH BASIS)

INCOME

Take-home pay $
    1. (name) __________
    2. (name) __________
    3. (name) __________
Payments from Social Security __________
Veterans Payments __________
Aid to Dependent Children __________
Payments from Insurance __________
Tips __________
Babysitting Money __________
Savings Bank Interest __________
Earnings on Investments __________
Rent from Boarder(s) __________
Child Support __________
Other______ __________
__________ __________
__________ __________
__________ + __________

TOTAL SPENDABLE INCOME $

BUDGET WORK SHEET 2

FIXED EXPENSES

(Do not include anything if it is deducted from paycheck before you get it.)

Rent $__________
Gas and Electric __________
Water __________
Telephone (basic charge only, not long distance or extra message unit charges) __________
Installment Payments
    Car __________
    Furniture __________
    Appliance __________
    Other__________ __________
Bank Loan __________
Payments to Dependents (child support, alimony, etc.) __________
Insurance
    Car __________
    Life __________
    Fire and Theft __________
    Health and Accident __________
    Other__________ __________
Car Upkeep (gas, oil, etc.) __________
Taxes __________
Dues
    Union __________
    Club __________
Transportation to Work and School __________
School (college, private school, long-term course) __________
Other____________ __________
________________ __________
________________ __________
________________ + __________

TOTAL FIXED EXPENSES $

BUDGET WORK SHEET 3

FLEXIBLE EXPENSES

- Food $
  - at home ______
  - out ______
- Liquor
  - at home ______
  - out ______
- Smoking Materials ______
- Household Supplies (paper goods, cleansers, etc.) ______
- Toilet Articles (toothpaste, soap, cosmetics) ______
- Doctor Visits ______
- Dentist Visits ______
- Medicine and Medical Supplies ______
- Haircuts and Beauty Parlor Visits ______
- Clothing ______
- Laundry ______
- Dry Cleaning ______
- Reading Materials
  - newspapers ______
  - magazines or comics ______
  - books ______
- Entertainment
  - parties ______
  - movies ______
  - plays/dance ______
  - admission to sports events ______
  - clubs (dancing, supper, etc.) ______
  - bowling ______
  - betting (bingo, bridge, track, etc.) ______
  - other______ ______
- Telephone (long distance and extra message unit charges) ______
- Travel/Transportation (except for work and school) ______
- Toys and Games ______
- Sports Equipment ______
- Lessons (short-term) ______
- Spending or Pocket Money (children and adults) ______
- Donations
  - church/synagogue ______
  - charities ______
- Major Purchases (down payment or if not bought on credit)
  - TV ______
  - car ______
  - furniture ______
  - other______ ______
- Gifts ______
- Others______ ______
- ______ ______
- ______ ______
- ______ + ______

TOTAL FLEXIBLE EXPENSES $

BUDGET WORK SHEET 4

GOALS

	Would Like To Put Aside
	$
Savings for emergencies	____________
Short-term (examples: vacation, color TV, refrigerator)	
________________	____________
________________	____________
________________	____________
________________	____________
________________	____________
Long-term (retirement fund, down payment on house)	
________________	____________
________________	____________
________________	____________
________________	____________
________________	+ ____________
TOTAL DESIRED GOAL PAYMENTS	$

MONTHLY* BUDGET

FIXED EXPENSES $

FLEXIBLE EXPENSES + ______________

TOTAL EXPENSES $

TOTAL INCOME $

TOTAL EXPENSES - ______________

$

AMOUNT LEFT FOR SAVING AND/OR NEW SPENDING (If total income is greater than total expenses)	**OR**	AMOUNT OVERSPENT (If total expenses are greater than total income)

---

*You can make this a two-week, a two-month, or even a yearly budget if that better suits your needs.

Elaine Copland
Topic: Budgets (Introductory lesson)
Time of lesson: 30 to 40 minutes
Class level: Appropriate for all ABE levels

Concept: BUDGETING IS A POSSIBLE SOLUTION TO MONEY PROBLEMS AND A WAY OF AVOIDING THEM.

Objectives: To analyze a problem and seek a solution by reading, discussing and responding to a "Dear Abby" letter;
To make critical evaluations by stating the merits and drawbacks of each solution;
To engage in the decision making process by evaluating all responses and selecting the most appropriate.

Procedures:

1. Distribute "Dear Abby" letter for silent reading. (Use form appropriate for reading level of class)
2. Students respond to reading comprehension questions: Read the sentence which best explains the problem. What do the children want the money for? Where does "No Dough" work? When is she paid? How does this add to the problem? What kind of person is "No Dough"? Do you think "No Dough" will listen to Abby's answer? Why? Why not?
3. Discussion topic: If you were Abby, how would you respond?
4. List suggestions on board. (use phrase form where appropriate to reading level)
5. After all suggestions are listed, have a student read each response and discuss the practicality of each.
6. Students evaluate responses and select the most appropriate.
7. Discuss the term "budget" and elicit the definition: A budget is a plan for spending money.
8. Write a response to "No Dough" (Use method appropriate to level)
   a. do a class language experience chart;
   b. divide class into groups with one student as the recorder
   c. have students complete the sentence, "The best thing for you to do is ________."
   d. independent letter writing
   e. independent letter writing using a catchy phrase or quip

Related classes in the future:

1. List all possible expenses that "No Dough" might have
2. Categorize expenses into "fixed" and "flexible"
3. Make a list of possible sources of income
4. Determine an income for "No Dough" and do a budget

Dear Abby,

Every Saturday morning when I go to work my kids ask me for money to go to the movies. I love my kids and want them to go but on Saturday mornings I'm always broke. By then my money is gone. I work in a dress shop and don't get paid until Saturday night. What am I doing wrong?

No Dough

(Technique for presenting reading materials to beginning readers)

Dear Abby,

Every Saturday morning
when I go
to work
my kids
ask me
for money
to go
to the movies.
I love
my kids
and
want them
to go
but
on Saturday mornings
I'm always broke.
By then
my money
is gone.
I work
in a dress shop
and
don't get paid
until Saturday night.
What am I
doing wrong?
No Dough

8. Picketing, Leafletting, & Boycotting

Substance

This lesson explains the laws of picketing, leafletting and boycotting and how groups can use these tools to seek redress for consumer grievances.

Teaching Method

An excellent example of a role-playing simulation is found in a picketing, leafletting and boycotting lesson prepared by a trainee. To begin the lesson, give out the hypothetical facts and roles. (The names listed are those of the persons in the class, including the staff teachers. The only non-participant should be the person who is presenting the topic.)

During the 20 minute "town meeting", the leader should remain passive, permitting the group to develop in its own way. Following this, you should discuss how closely the town meeting succeeded in eliciting the laws of picketing, leafletting and boycotting. Explain the laws in the context of the discussion. Discuss also how the different roles approximated the behavior of persons in the real world whom trainees, in their professional positions, might meet. Then distribute the topic outline with the laws of picketing, leafletting and boycotting. Finally, where appropriate, you can distribute a vocabulary and supplementary lesson plan similar to the one attached to our lesson plan.

Explanation

Picketing, leafletting and boycotting are the tools of citizen activism. Along with writing complaint letters (see lesson 1) and market surveys (see lesson 6) picketing, leafletting and boycotting make up the activist skills consumer groups should possess. A good illustration of the use of picketing, leafletting and boycotting by a group is provided by a Philadelphia organization, Consumers Education and Protective Association (CEPA). CEPA is a group that organizes its members to help each other with consumer grievances. When, for instance, a member has a legitimate grievance, others are required to participate in picketing, leafletting and boycotting for the benefit of that person. Thus, with all members helping each other, CEPA is able to effect real changes in selling practices in the community.

Problems

First, before you decide to include this topic in your program, you should determine whether your trainees come from the kind of community groups that have or might indulge in activist programs. If not, omit this topic.

If you include this topic, remember that inhibiting many persons and groups from participating in picketing, leafletting and boycotting are general inertia, the fear of arrest, and lack of experience with positive action. Thus, you must emphasize that picketing, leafletting and boycotting is legal, a First Amendment right, and is extremely effective. Consumer protest against a merchant, in front of the store, often brings a quick and satisfactory resolution. A merchant facing loss of business will almost always accede to the group's demands. During our training sessions we heard several trainees tell successful picketing, leafletting and boycotting stories, but not once did we hear of an unsuccessful attempt. This area is one in which the phrase "power to the people" can easily become a reality.

Materials

a.) Simulation exercise
b.) Outline
c.) Sample leaflet

Bibliography

a.) Contact your local Civil Liberties Union for information concerning the laws of picketing, leafletting and boycotting in your area.

b.) Contact your local Legal Services office (if any) for possible organizational assistance.

c.) Nader & Ross, Action for a Change, Grossman Publishing 1971.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

PICKETING, LEAFLETTING, AND BOYCOTTING

I WHY?

A. Among the ways available to consumer groups (which includes everyone) to change the practices of a seller are the direct action tools of picketing, leafletting, and boycotting.

B. They are basically ways of publicizing complaints in order to pressure a seller to change. Usually they try to persuade the public either to stop patronizing a particular seller (for example, one who sells shoddy merchandise) or to stop buying a particular product (like non-union grapes).

C. All three methods are completely legal (if the restrictions spelled out below are followed). The courts have held that they are kinds of "speech" and therefore are protected by the First Amendment to the Constitution.

II PICKETING

A. Consumer picketing consists of one or more people who have a complaint walking up and down with signs near the seller's store or place of business. The signs explain the consumer complaint and often also tell people not to buy from the seller.

B. Before deciding to picket, you should try to speak with the seller about your complaint. If that does not resolve the problems, see if an appropriate government agency can help.

C. If you decide to picket, be aware of the legal requirements. They are:

1. At least one picketer must have a genuine dispute with the seller.

2. The picketers may not use violence or abusive language, or "breach the peace" (in other words, create a disturbance).

3. Picketers may not prevent people from walking on the sidewalk or entering the store.

4. The picket signs must not contain false claims or even exaggerations.

a. For example, it is permissible to state that a particular car bought from a dealer is a lemon, but it is not okay to infer that all the dealer's cars are lemons.

b. Similarly, the signs should contain statements that a seller has or is violating the law only if you are positive that such is the case.

D. The person who is being picketed may seek protection of the court if (s)he believes that you are not complying with the legal restrictions when picketing. If the court agrees that the picketing exceeds permissible standards, it may then issue an "injunction" (an order prohibiting or limiting the picketing).

III LEAFLETTING

A. Leafletting is the distribution (to passersby or tenants or shoppers, etc.) of handbills or booklets containing a message. It is more effective than picketing in getting across a detailed or complicated statement, and can be used instead of or in conjunction with it.

B. Similar restrictions to those for picketing pertain to leafletting. That is:

1. No violence, abusiveness, or breach of the peace.
2. No threats or false statements.

IV BOYCOTTING

A. Boycotting is organizing consumers to avoid buying a particular product or shopping at a particular store.

B. National boycotts of iceberg lettuce (protecting non-union labor) and meat (protesting high prices) have received much media attention in recent years. However, local boycotts of neighborhood stores are often more successful in achieving direct results. Local boycotts can be organized by existing community groups and often have an immediate effect, particularly on independent neighborhood stores which are totally dependent upon local consumers.

V PUBLICITY

A. The value of any of these methods can be increased if they are well-publicized. Media publicity is free and the best way of reaching a large number of people. In addition, media coverage usually adds credibility to the group, which can help with future ventures.

B. So, be sure to tell neighborhood and city-wide newspapers of the picketing, boycotting, or leafletting plans in advance. Also, advise local radio and television stations.

SAMPLE LEAFLET

SATISFACTION NOT GUARANTEED AT PARK FURNITURE!!!

When Mr. & Mrs. Bloomberg, 3126 N. 73rd St. took their furniture to be reupholstered at Park Furniture on June 14, they expected no less than an excellent job. The price charged for recovering their sofa and two chairs was a total of $431 of which $200 has been paid so far.

When Mr. & Mrs. Bloomberg went to pick up their newly (and Expensively) reupholstered furniture, they found the following things were wrong:

1. Chairs and sofa had been overstuffed; furniture no longer had its original shape
2. Welting was sewn on unevenly on all pieces
3. Cushions overhang on chairs
4. The sofa padding has humps in the back
5. The cover trim doesn't cover
6. There are two small holes in the sofa cushion
7. Material in sofa and chair cushions was pieced as the result of sewing error (zippers were put in by mistake)

Is this a $431 job?

Mr. Johnson, owner of Park Furniture, says he doesn't want to talk to Mr. & Mrs. Bloomberg because he feels they are "unreasonable".

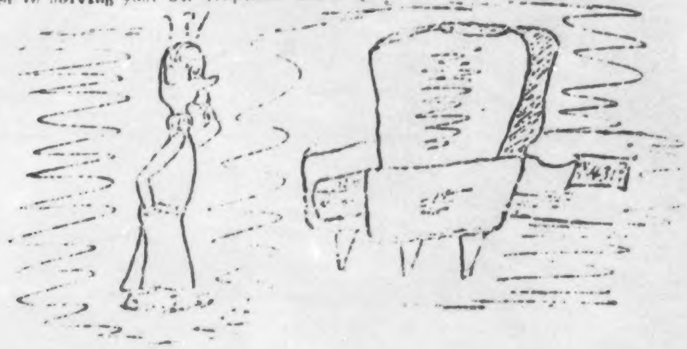
Concerned Consumers League feels that the upholstering should be done to Mr. & Mrs. Bloomberg's satisfaction or that their money and furniture should be returned.

What's your opinion

If you have a consumer problem contact:

CONCERNED CONSUMERS LEAGUE
5[illegible]4 W. National Avenue
[illegible]-1808

We are a self-help group dedicated to ACTION on behalf of Milwaukee area consumers in which you will be involved in solving your own complaint and help others who helped you.



PICKETING, LEAFLETTING, AND BOYCOTTING

Background

B.D. Smith Inc. is a large department store which was founded in 1921 by B.D. Smith and has been in the family for three generations. B.D. Smith Inc. used to have a fine reputation. The store's profits soared because its prices were lower than the two other department stores in the community and because of a generous charge-plan. The profits of the other two department stores decreased until, finally they had to close their doors.

B.D. Smith died and B.D. Smith II continued his father's generous policies. In 1968 B.D. Smith III took over the family business but he didn't share his father's benevolent attitude toward the community. He realized that since B.D. Smith Inc. was the only department store which was easily accessible to people living in the community, his profit margin could be increased if he raised the prices; charged high interest to his charge customers; fired experienced clerks replacing them with clerks at lower salaries.

B.D. Smith III instituted his new policy three weeks before Christmas. The word of B.D. Smith Inc.'s higher prices spread quickly throughout the town. Lane S., who had a local reputation as an activist, called a meeting for angry customers of B.D. Smith Inc. at the local Y for Tuesday night at 7 P.M. Ms. S. had invited B.D. Smith III to explain his new policy but he didn't show up.

The following people in the town attend the meeting:

Diane K - Matron; second cousin of B.D. Smith
Judy M. - Timid housewife
Joan S. - From Puerto Rico; has been in the U.S. for 8 months
Betty G - Third year student at Law School
Bill E. - A U.S. Citizen; came from eduador five years ago
Sheila S. - Shopper at B.D. Smith Inc for thirty years; her husband is an A.C.L.U. lawyer
Susan W. - Former clerk at B.D. Smith Inc.; fired with two days notice
Joy C. - Active in Viet Nam protests, farm workers, etc.
Elaine C. - Infuriated consumer; her husband plays golf with B.D. Smith III every weekend
Nancy K - Recently divorced; the sole support of her three children

You have twenty minutes to plan a strategy to protest B.D. Smith Inc.'s new policies. A reporter from Channel 3, Barbara M., will be waiting outside the Y for an interview after the meeting. The interview will be five minutes.

Introductory Questions for "B.D. Smith Inc."

1. What is boycotting, picketing and leafletting?
2. Have you ever seen a picket line?
3. Has anyone ever been handed a leaflet?
4. Coffee prices are soaring. What are you doing about it?
5. Do you know your legal rights to picket, leaflet and boycott?
6. As a consumer do you know any situations in your community which you would like to protest?

Vocabulary List:

generation
accessible
reputation
to institute
soar
policy
benevolent

Vocabulary in Context:

1. The department store has been in the family for three generations.
2. B.D. Smith Inc. used to have a fine reputation.
3. The store's profits soared.
4. He didn't share his father's benevolent attitude toward the community.
5. It was the only department store which was easily accessible to people living in the community.
6. B.D. Smith Inc. instituted his new policy.

DEBRIEFING

As soon as the game is over, there should always be a period of debriefing. During this time the students discuss the game and what significance it has in terms of both real life and language learning. It is important that the students have a chance to express their feelings about what they each learned from taking part in the game.

1. How did you feel in your role as timid housewife, political activist, etc.? Did the playing the role change or strengthen any of your opinions?
2. Do you think the game was realistic?
3. Do you think the consumers would have acted the same way in a real-life situation?
4. What problems didn't come up in the game that normally would have in real life?
5. How do you think the game could be changed to make it more relevant?
6. What was the goal of the game?
7. Did you like playing the game?
8. How do you think this type of activity helps you improve your English? your communication skills? In what ways?
9. During the game, do you remember any time you had difficulties expressing an idea in English?

9. Credit - What It Costs and Where To Get It

Substance

This lesson covers fundamental credit concepts, stressing that credit is a consumer "item" that must be shopped for like all others. Comparison shopping for credit means comparing the costs (i.e., interest rates) and payment terms offered by different lenders. The outline explains the different kinds of credit available, explains the meaning of "default" as a lead-in to the Consumer As Defendant lesson (lesson 15), and reviews the importance of the Truth-In-Lending law (see lesson 1).

Teaching Method

For this lesson, we distributed the outline a class in advance, then discussed in detail at class. To stimulate discussion, particularly on the issue of credit as a consumer commodity, we asked the trainees for their experiences with credit.

Explanation

The cost of credit can vary enormously from lender to lender. Many people do not realize the high price they pay for credit, and the extent to which credit buying reduces real purchasing power. These concepts must be firmly grasped, since they form the basis for discussions of credit in lessons 10-14.

Problems

There are two major problems here. First, people are intimidated by the presence of numbers and financial calculations. To dispel this, cover carefully the two kinds of numbers (interest rates and payment terms) until the trainees are truly comfortable with them. Second, this discussion may be dry and boring if presented as a straight lecture. More thought must be given to an effective teaching method here.

Note also, that the comparative shopping parts of this lesson may be irrelevant to poor people who have access only to the most expensive kinds of credit.

Other Possibilities

(1) Have the trainees investigate the cost of, for example, a $500 furniture loan from different sources.

(2) Have the trainees survey merchants to see which ones give discounts for purchases by cash.

Materials

Outline

Bibliography

a.) "What Truth-In-Lending Means to You," Board of Governors, Federal Reserve, Washington, D.C. 20051 (excellent 3-fold, probably free).

b.) "A Guide to Banking Services - How to Shop for Credit," (part 3 of Consumer Reports four-part series, March, 1975, p.171).

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

CREDIT -- WHAT IT COSTS AND WHERE TO GET IT

I WHAT IS CREDIT?

Consumer credit is the postponment of payment for goods or services or personal loans over a period of time. It includes credit card purchases; home mortgages; a personal loan from a friend; borrowing money from a pawnbroker by pledging an item; retail installment contracts; and other forms.

II WHY COMPARATIVE SHOP FOR CREDIT?

A. Credit, like any product or service, usually costs money. People rarely realize just how expensive credit can be and how the cost can vary. The price of credit is the finance charge, or interest rate, imposed by the creditor. You can buy credit from various places, and at different prices. In order to get the best buy you should comparative shop -- as you would for any other major purchase.

B. The law (federal Truth-In-Lending Law) requires that creditors clearly disclose the cost of consumer credit, both in terms of the total amount in dollars (finance charge), and as a yearly percentage rate of interest (annual percentage rate). Look for the finance charge and the annual percentage rate on all credit forms you sign. If they are not there, don't sign. When comparative shopping the annual percentage rate is the thing to check.

III CASH OR CREDIT?

A. Buying on credit costs you money. It reduces your total future purchasing power, and financial stability, by diverting money from the purchase of other goods, or from savings, to the purchase of credit. The more credit you buy, the fewer goods and services you get for your money.

B. Certain vital major expenses, such as cars and houses, can often be bought only on credit and should be. However, it makes a big difference how you finance smaller purchases. The soundest approach is to save for those purchases by "lending" your money to a savings bank or savings and loan association which pays a fee (interest) for the use of your money while it accumulates.

IV WHAT KINDS OF CREDIT YOU CAN GET?

A. There are a number of ways to buy credit with different advantages to each. The kinds of credit that are available to you at a particular time depend largely on your credit rating. That rating (or opinion of how likely you are to pay back loans on time) is a result of your past experience with credit and your present income (both amount and steadiness) and property.

B. Your credit rating may be different in different situations For example, in door-to-door selling, the sellers often charge the maximum credit cost permitted by law and raise the "cash price" of the goods. That allows the seller to grant credit to almost anyone, even poor credit risks, knowing (s)he will still make money.

C. Be sure to shop for credit. Don't simply accept the first credit arrangement offered by a merchant or finance company. Use the annual percentage rate as a basis of comparison.

V. KINDS OF CREDIT

A. Cheapest Credit.

1. Life Insurance Loan. This allows you to borrow against your life insurance policy, with the policy itself serving as collateral (or guarantee of payment).
    - a. Available only to some regular life insurance policy owners. Check with your insurance agent;
    - b. Lowest annual percentage rate -- 4 to 6%.
    - c. A disadvantage is that your insurance coverage will not be complete while you have an outstanding loan.
2. Credit Union Loan. A credit union is a nonprofit organization -- a cooperative association of people who have agreed to extend credit to each other at low cost.
    - a. Usually you must be a member to qualify.
    - b. Annual percentage rate of 6 to 12%.
3. Bank Loan. This is one of the most common kinds of credit.
    - a. Commercial bank loan.
        - i) many different kinds -- car, personal, vacation, etc.
        - ii) you need a good credit rating to get one.
        - iii) annual percentage rate of 9 to 16% (for personal loans generally 11 to 13%).

161

b. Savings bank loan.

i) three kinds only:

aa) home improvement.

bb) mortgage.

cc) passbook loan -- your savings account acts as the collateral and you cannot withdraw money until the loan is paid off. But, the bank continues to pay you interest on the account.

ii) you need a good credit rating or a savings bank account.

iii) annual percentage rate of 6 to 15% (for passbook loans may be as low as 7%).

B. More Expensive Credit.

1. Credit Cards.

a. Many make no charge for credit if paid within a certain period of time (often 30 days). If not paid within that time, annual percentage rate of 12 to 18%, imposed monthly on the unpaid balance.

b. You need a good credit rating to obtain them.

c. Some stores give discounts to those who purchase for cash instead of using credit cards. Find out which stores do this.

d. A dangerous kind of credit for people who tend to overspend.

2. Charge Accounts.

a. There are several types, so check the details of any account before you open one. They include:

i) revolving account -- similar to a credit card. You are billed monthly and there may be no credit charge if you pay promptly.

ii) budget account -- there is a ceiling on how much you can charge and set schedule of payments.

b. Annual percentage rate is usually 18%.

c. You need a good rating to obtain them.

d. A dangerous kind of credit for people who tend to overspend.

3. Credit Coupons are issued by department stores. Store gives you merchandise coupons to spend and bills you later. They serve the same purpose as a charge account, but are not as good since they compel you to spend a certain amount of money in the issuing store. Also, stores may charge the cost to your revolving account and impose finance charges even before you've used the coupons.

C. Most Expensive Credit.

1. Retail Installment Credit Contract. This arrangement is offered either by the seller or by a finance company which works with the seller.

a. "Easy Credit" merchants often charge the most for their merchandise and for credit.

i) They know that many of their customers do not have other credit sources available.

ii) Stores in low-income neighborhoods often charge the highest cash prices and the maximum finance charges.

Therefore, customers who buy from them on credit pay much more for their goods than customers who shop elsewhere for cash.

b. Annual percentage rate is usually 18% (may be up to 25% for auto dealers).

2. Finance Company Loan.

a. High interest rates -- 12 to 30% annual percentage rate.

b. Not a good idea, because *if* you have a steady job and a background of paying debts you can probably qualify for a better loan. If not, you may have trouble paying off this kind.

c. Can only lend up to $2500.

3. Pawn Broker. This is not a good way to borrow, because:

a. Annual percentage rates are high -- 12 to 36%.

b. You can borrow only a small percentage of the value of the article (collateral) you pawn.

4. Loan Shark. This is an illegal operator who lends money at very high interest rates to poor credit risks. Loan sharks collect the money owed them by threats of physical harm. This is the worst way to borrow: very expensive, dangerous, and illegal.

VI KNOW HOW MUCH CREDIT YOU CAN AFFORD

A. Use your budget to see if you can afford a new fixed expense.

B. You are overextended if:

1. You have to buy non-durable goods (routine purchases, not once-in-a-long-while ones) on credit;

2. Your charge account or credit card balances are higher each month and you can't seem to get ahead; or

3. You regularly make payments late, because you don't have the money to pay on time.

VII DEFAULT IS EXPENSIVE

A. Remember, creditors write the contracts so as to protect themselves, not you. And they are prepared to act on them if you default.

B. Default is the failure to live up to the agreed terms of repayment and many creditors will not forgive missed or late payments no matter what the reason. Even sickness or loss of a job are not legally excusable and the creditor can choose to act at once to collect the full amount.

C. Most loan agreements and installment sales contracts provide that if you miss one payment the rest of the money becomes due at once. In other words, the seller can sue immediately for the whole amount (plus interest and the costs of the lawsuit).

D. Most installment sales contracts provide that the creditor keeps "title" to (owns) the goods until repayment, and that the goods may be repossessed if you default. Therefore, you may wind up without the goods or the money already paid and still owing large sums.

E. Loan agreements also often include a wage assignment provision which means that the creditor may take a portion of your current or any future paycheck to repay the debt.

VIII KEEP RECORDS

The wise use of credit means being certain to keep all your papers together, at least until the credit is fully repaid without dispute.

10. Credit Reporting

Substance

This lesson explains the workings of credit bureaus, and the nature of credit reports. The emphasis of this topic is a person's legal rights under the federal Fair Credit Reporting Act. Detailed in the outline are how to get the reports and how to go about correcting errors in them.

Teaching Method

At least 3-4 weeks in advance of this class, find out where the credit bureaus are in your community and ask the trainees to obtain their own credit reports. When all the reports have been received, discuss them in class. Inquire about any errors found. Although errors are infrequent, you may find, as we did, an error as gross as a complete credit profile for a person with the same name as the trainee, given out as the trainee's profile.

Remember to distinguish between credit reports and investigative reports. To dramatize the latter, use the article, "Lone Citizen Confronts Credit Companies," attached to the outline.

Explanation

This topic raises a fundamental question about every citizen's right to personal privacy. Stress that the bureaus are private, not government, agencies. It is worthwhile to make note of the struggle by consumer activists to eliminate the many loopholes in the present law.

Problems

Most people are very interested in seeing their own credit reports. The only problem we encountered was that some people thought the credit bureaus were government investigation agencies, and they were therefore reluctant to ask for their reports. Emphasize, therefore, that the bureaus are private.

Materials

a.) Outline
b.) Article
c.) Credit reports obtained by the trainees

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

CREDIT REPORTING

I CREDIT REPORTS -- WHAT ARE THEY?

A. A credit report is a compilation of information about you whose purpose is to help a possible creditor or employer decide on your ability to repay loans. It typically contains information on your:

1. salary -- how much you earn and how long you've been earning it;
2. employment;
3. bank accounts;
4. loans -- history of repaying them and outstanding ones.

Most of the information included comes from applications for credit which you've filled out.

B. Credit reports are compiled by credit bureaus. A credit bureau is a private business which gathers this information and sells it to buyers. Under the law it is allowed to sell this information only to someone who intends to use it:

1. to decide whether to extend credit to you;
2. to decide whether to hire you;
3. for insurance purposes;
4. for another "legitimate business need for the information

in connection with a business transaction involving" you. There are two large credit bureaus in the New York area, which have files on hundreds of thousands, if not millions of citizens. They are:

Consumer Relation Dept.
Credit Information Corporation of New York
330 West 34th St.
New York, N.Y. 10001 (212) ~~524-5000~~ 239-2030

TRW Credit Data
20 Just Road
Fairfield, New Jersey (212) 964-3220.

II INVESTIGATIVE REPORTS

A. Credit bureaus sometimes go further and investigate the personal habits, reputation, and life style of a consumer. They have large staffs of investigators who are employed to do this investigating. The information gathered is compiled into an investigative report which then is put in the person's credit file.

B. Credit bureaus are allowed to compile these reports only if asked to do so by an appropriate party.

III PROBLEMS

Credit reports and investigative reports can cause problems for you, mainly the denial of credit on incorrect grounds, or the circulation of false, embarrassing, or irrelevant personal information about you. Therefore it is in your interest to know what information is in the reports and to see that any errors or wrong information are corrected.

IV YOUR RIGHTS

Complaints registered by citizen groups and others concerned about mistakes made and invasions of privacy caused by credit bureaus led to the passage of the federal Fair Credit Reporting Act. It regulates credit bureaus and gives you the following rights.

A. To inspect your credit file:

1. If you are simply interested in seeing what is in your file with a particular credit bureau, but have not been denied credit:

a) you have a right to know the "nature and substance" of the information in the file (except for any medical information) but not to see the entire file;

b) the credit bureau can charge you a fee (as an example, one of the major ones charges $3);

c) the credit bureau must tell you who received the report during the past six months (two years if it was for employment purposes).

2. If you have been denied credit:

a) a store or other lender which denies you credit must tell you if it was because of a credit report. If it was, it must give you the name (and address and telephone number) of the bureau that furnished the report;

b) you have a right to know the "nature and substance" of the information in the file (except for any medical information) but not to see the entire file;

c) there is no fee _if_ you make your request within 30 days after the credit denial;

d) a credit bureau must tell you who received the request within the past six months (two years for employment purposes).

3. To learn what is in the file you can visit or can write to the bureau for a written summary of the file.

a) If you visit, you have the right to bring someone with you. Usually they have Spanish translators available.

b) Never sign any form releasing the credit bureau from liability (legal responsibility) for giving out false or damaging information. It is illegal for the credit bureau to ask you to do this. If it does, report the bureau to:

Division of Special Projects
Bureau of Consumer Protection
Federal Trade Commission
Washington, D.C. 20580.

B. Regarding _investigative reports_:

1. You are supposed to be notified immediately if someone has asked for an investigative report on you, _unless_ it is requested by an employer who is considering you for a job for which you have _not_ applied.

2. The investigative report is made part of your credit file, and you may find out its nature and substance.

C. To have _errors corrected_. The files kept by credit bureaus often contain mistakes.

1. If you learn from your inspection or in another way of any mistake in your file, you should notify the credit bureau immediately and in writing.

2. The credit bureau must investigate the disputed information within a "reasonable period of time," unless it has reason to believe your dispute is "frivolous or irrelevant." There are problems in interpreting both those phrases.

3. If the credit bureau won't delete or change the information, you have the right to put in the file a statement (of 100 words) telling your side of the story.

a) This statement must then be included in all credit reports given out by the credit bureau.

b) You should also ask that the statement be sent to all those who have already received credit reports containing the disputed information.

4. If a credit bureau does make the correction, it can charge you a reasonable fee, unless your request was made within 30 days of the denial of credit.

D. To have outdated information deleted.

By law, the credit bureau must delete (omit) all negative information about you that is more than seven years old. One important exception: the fact that you filed for bankruptcy may be kept on file for 14 years.

Village Voice 2/16/76

NAT HENTOFF

Lone Citizen Confronts Credit Companies

'The first Louis Brandeis Award for a citizen's victory against the hordes of privacy invaders.'

Herewith the first Louis Brandeis Award for a lone citizen's victory against the hordes of privacy-invaders in government, in credit-reporting agencies, in the academy, and in almost every other institution in this porous land.

It was Louis Brandeis, dissenting in 1928 in *Olmstead* v. *United States* (the first time the Supreme Court gave constitutional legitimacy to wiretapping), who greatly cautioned that, "The makers of our Constitution conferred, as against the Government, the right to be let alone—the most comprehensive of rights and the right most valued by civilized men."

Since the time of Brandeis, that resplendent right to be let alone has been pervasively and contemptuously ignored by all manner of private collectors and disseminators of dossiers, as well as by the government, with credit-reporting ferrets often leading the ravening pack.

Now comes James C. Millstone, an assistant managing editor of the St. Louis Post-Dispatch, who last month won a decision by a three-judge panel of the 8th U.S. Circuit Court of Appeals that appears to be the first of its kind under the otherwise weak Fair Credit Reporting Act. The incredibly stubborn Mr. Millstone has actually gotten himself $40,000 in damages from O'Hanlon Reports, Inc. (a national credit firm) because of the poisonous, false, and, to say the least, damaging "information" that O'Hanlon's had put into his file and had then cavalierly disseminated.

A couple of years ago, Millstone and I engaged in a quite lengthy correspondence about his jihad against credit-reporting companies and insurance investigators. While I admired his fierce determination, I didn't think he had much of a chance. (The romance of the lone innocent citizen facing down vastly superior institutional forces had been destroyed, after all, by Kafka, even before the advent of the computer and the copying machine.)

Millstone, after having been a Washington correspondent for the Post-Dispatch, was moved back to home base, where he routinely tried to switch his auto insurance policy to a local company. His application was denied. Millstone wrote a cascade of letters demanding why and eventually he went to the credit-reporting company office to confront various interchangeable officials of the firm. Finally, Millstone got a few pieces of what was in his dossier. (Under the Fair Credit Reporting Act, you're not entitled to see the actual file on you and everything in it, but the company has to give you some sort of paraphrase of the suppurating contents. It was only after he filed suit that Millstone was able, under discovery, to see it all.)

Well, now, it turned out, according to the file, that Millstone may well have been using drugs, is a "Yippie" type anyway, has been evicted from a number of apartments, has uncontrollable children, exercises poor judgment in unspecified other matters, and has a "bad attitude" (also left undetailed). Furthermore, a good many of his former neighbors in Washington so disliked him they were delighted he was back in St. Louis. Therefore, no auto insurance policy. He was lucky to still be on the streets.

Millstone pondered this. Not a single one of those items was in the least true, and he could prove it. So where had this assault and battery on his good name come from? Best he could figure out, the source was one former neighbor who had indeed disliked him. But surely the credit company investigator working for the insurance firm wouldn't have limited his research to one person?

Actually, he might have. These investigators have both a heavy load and a quota to fill. Senator William Proxmire, who has long been much exercised over the methods of these privacy-snatchers, has reported, for example, that the sleuths who work for the Retail Credit Co. of Atlanta (one of the nation's largest) are required to produce at least 16 credit reports a day, of which *at least 10 per cent must be derogatory*. Or, as a worker in the FTC's Bureau of Consumer Protection has said, these junior detectives slithering around the streets get paid in such a way that "a premium is put on the *number* of daily reports gathered—at the expense of their accuracy."

So that's how this decidedly fishy file was created with James Millstone's name attached to it.

The doughty journalist finally did get his auto insurance policy, but as he told me at the time, he felt he had to pursue the credit-reporting company for damages because it was still keeping "additional fallacious and potentially damaging information" in his dossier. The court case was consuming an enormous amount of his time and money, and the odds were long, but he just wouldn't have felt right about himself if he hadn't seen it through.

A lower federal court found in favor of Millstone in October 1974; the credit-reporting company appealed; and in mid-January of this year, retired Supreme Court Justice Tom Clark, speaking for the three-judge appellate panel, said the $40,000 in damages was justified because, "The record shows that O'Hanlon's agent devoted at most 30 minutes in preparing his report. . . . His report was ripe with innuendo, misstatement, and slander."

The breakdown of the court's award is: $25,000 in punitive damages for *willful* violation of the Fair Credit Reporting Act (30 minutes is not quite enough to indicate reasonable steps have been taken to assure maximum accuracy of information); $2500 in actual damages (mental anguish); and $12,500 in attorneys' fees. O'Hanlon's paid $7 for that report, and it's cost them $40,000 plus their own attorneys' fees. Perhaps they'll be somewhat more careful henceforth, but this singular Millstone victory is not going to mean much unless the triumphant word is spread.

I very much hope there'll be as wide a distribution of the story as possible," Millstone told me last week. "I'd like this case to stand for something." The more people who know, the more citizens there will be who might start bringing suit against other destructively careless credit-reporting companies whose instant "research" affects people's employment and insurability as well as their credit ratings.

Yet so far, there have been only brief UPI and AP stories and a few accounts in newspapers scattered around the country. If only People magazine would interview Jim Millstone, a mighty blow might be struck for privacy. Or better yet, a couple of minutes on the TV network news strips.

Meanwhile, there will have to be other confrontations with the privacy-snatchers in the courts and in state legislatures because even Millstone's victory is not complete. Expungement of the noxious material in his dossier was not at issue in the suit, and for all Millstone knows, it's all still under his name in the company's files. And the Fair Credit Reporting Act itself is full of holes, as will be pointed out in another column on rampant abuses of all kinds of privacy.

Nonetheless this stands as a notable victory, and that's why James Millstone has won this column's first Louis Brandeis Award, from which the income is entirely psychic. □

11. Credit - Sex Discrimination

Substance

The purpose of this topic is to describe how women have been discriminated against in obtaining credit, and to explain the federal, state, and local laws now existing that forbid such discrimination. The kinds of discrimination explained are discrimination against single women, against married women as individuals, against married women as members of a couple, and against separated or divorced women. The lesson also describes where to complain about acts of discrimination.

Teaching Method

Distribute the outline in advance, then discuss it in detail at class. Ask the trainees for their experiences. Highlight the examples in the outline (see outline, pp.1-2).

Explanation

This is one area in which the laws are generally excellent. Emphasize, however, that it is up to private citizens to seek enforcement of the laws.

Problems

Trainees representing poorer constituencies showed little interest in this topic.

Materials

a.) Outline (revise to include the laws of your state and locality)

b.) Gather statistical and annecdotal information from your local anti-discrimination enforcement agency (in New York State, the Division of Human Rights).

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

oint project of:
w York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

CREDIT - SEX DISCRIMINATION

I THE PROBLEM

Women traditionally have had unique problems in obtaining credit. They stem from the traditional, but now inaccurate, view that men are the wage-earners and women their dependents.

A. There are five kinds of problems which women encounter:

1. Single women have more trouble than single men in obtaining credit, especially mortgage credit.

2. Creditors generally require that a woman who marries reapply for credit, usually in her husband's name. They do not ask men to do the same when they marry.

3. Creditors are often unwilling to extend credit to a married woman in her own name.

4. Creditors are often unwilling to count the wife's income when a couple applies for credit, even if her income is greater or more stable than his.

5. Women who are divorced or widowed have trouble re-establishing credit. And, women who are merely separated from their husbands have a particularly hard time, since all accounts may still be in the husband's name.

B. Here are some common examples of the problems.

1. A woman who had a charge account in her own name at a major department store became separated from her husband.

When she notified the store of her change in address, the store immediately cancelled the account.

2. A woman who worked full time was married to a student. When she applied for credit she was told that she had to apply in his name. She followed that instruction and was denied credit because he had no income.

3. A husband and wife who were both employed full time applied for a mortgage. The bank officer told them that the wife's income would not be considered unless she submitted proof that she had had a hysterectomy or some other form of permanent sterilization. The officer also told them that the bank would not be satisfied if the husband had a vasectomy, because the wife could still have children. (An outrageous conversation, which no one should have to be subjected to when applying for credit.)

II THE SOLUTION

There are several laws (Federal, New York State, and New York City) that forbid sex discrimination in credit dealings. Here is a summary of what your rights are under each of the laws and what you can do if those rights are violated.

A. New York City -- Consumer Protection Law (Regulation 38).

1. Prohibits all credit practices within the City of New York, which discriminate on the basis of sex or marital status.

2. Violations are punishable by fines of $50 to $350 per offense.

3. To complain, write or go to:

New York City Department of Consumer Affairs
80 Lafayette Street
New York, N.Y. 10013.

B. New York State -- Human Rights Law.

1. Prohibits, within New York State, discrimination in

credit based on sex or marital status. Specifically says that creditors may not:

a) ask questions about child-bearing;

b) automatically discount the salary of a married woman;

c) require a woman to change her name on credit cards when she marries.

2. Gives a woman the right to obtain credit in her own name if she is financially qualified.

3. Provides that a woman may require a creditor to keep her credit history separate from her husband's (except on accounts on which they are jointly liable).

4. Gives you the right, if you are denied credit, to find out why.

5. To complain, you must act within a year after the complaint arises.

a) If your complaint is against a bank or loan company, write or go to:

New York State Banking Department
2 World Trade Center
New York, N.Y. 10047.

b) If it is against anyone else, write or go to:

New York State Division of Human Rights
270 Broadway
New York, N.Y. 10007.

6. Your remedies. If the Superintendent of Banks or the Commissioner of Human Rights finds a valid claim of discrimination, (s)he can:

a) require the creditor to grant credit;

b) issue cease and desist orders to stop discriminatory practices;

c) award damages to you for the trouble caused;

d) fine the creditor up to $10,000 (to be paid to the State).

C. Federal -- Equal Credit Opportunity Act.

1. Prohibits discrimination anywhere on the basis of sex or marital status. Specifically says that creditors may not:

a) discount the applicant's income on the basis of sex or marital status, or because it comes from part-time employment;

b) use sex or marital status in any credit-scoring system;

c) inquire into birth control or child-bearing intentions;

d) require reapplication for credit; change the terms of an account; or terminate an account solely on the basis of a change in name or marital status.

2. Violations are punishable by court judgments for the harm they have caused, as well as with punitive damages of up to $10,000.

3. To complain, act promptly and send complaints to:

Federal Trade Commission
26 Federal Plaza
New York, N.Y. 10013.

12. Credit Unions

Substance

This lesson describes what credit unions are, why they exist, the structure of credit unions and how to form one (with government assistance). The key concept is that credit unions are (generally) small cooperative savings banks and lending institutions that specialize in low-cost loans and personal banking services.

Teaching Method

Distribute the outline in advance, discuss it in detail in class. Ask for trainee experiences. Also, you can tie in the concept of a cooperative savings and loan association with food (see lesson 22) and other cooperatives.

Explanation

Credit unions offer the lowest-cost credit available, and they give people a chance to act together to save money and get personal service on credit. The problem here is that you need a pretty large group to begin a credit union and some financial and administrative expertise to run a good operation. If a group is too small, suggest that they either contact another similar group for a possible joint venture, or link up with an existing union.

Problems

This topic may not be relevant to many trainees. Trainees representing poorer groups should be urged to see whether there is a local welfare group credit union or similar source of credit.

Other Possibilities

(1) Visit a credit union
(2) Obtain the by-laws of a credit union for use in class discussion.

Materials

Outline

Bibliography

National Credit Union administration, Washington, D.C. 20456, "The Federal Credit Union Act", "Organizing a Federal Credit Union", "Federal Credit Union By Laws", "Development of Federal Credit Unions."

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

CREDIT UNIONS

I WHAT ARE CREDIT UNIONS?

A credit union is an organization of people who pool their savings and extend credit to members at low interest rates (up to 1% per month on the unpaid balance). It is really a savings and lending cooperative.

II WHY DO THEY EXIST?

A. Credit unions are set up to make low-cost credit available for people of limited means. (Sometimes they also lend money to other credit unions to help them get started.)

B. They offer several other advantages besides low interest rates:

1. encouragement and an incentive to save money;
2. a sense of community and participation in an important business venture;
3. more personal treatment in buying credit than other financial institutions offer.

III STRUCTURE OF CREDIT UNIONS

The law requires that credit unions be set up formally, like corporations. Each one has:

A. Members or Shareholders

1. People who deposit their savings with the union and

receive one share for each $5 deposited. (This should be contrasted with depositors of a bank who receive no stake in the bank.) The money is deposited in a savings bank.

2. They are the only people who can borrow from the credit union, usually. The amount members or others can borrow is determined by the members and written into the bylaws. Some credit unions limit that amount to the amount which the borrower has deposited with the credit union.

3. They receive the dividends (profits) which are declared by the credit union's board of directors. Dividends are not usually distributed in the first few years, because the credit union must build up a cash reserve. This reserve is built primarily with money earned from interest charged on loans.

B. Board of Directors
   1. The governing body of the credit union.
   2. Composed of members elected to serve on the Board.

C. Credit Committee
   1. Approves or disapproves applications for loans.
   2. Composed of members elected to serve on it.

D. Supervisory Committee
   1. Responsible for:
      a) auditing the books;
      b) suspending officers when necessary;
      c) calling special meetings to consider possible illegalities or violations of charter or bylaws.

2. Composed of members elected to serve on it. They should have some experience with managing fiscal affairs, especially with general accounting procedures.

E. Charter

1. The governing document which contains the purposes and basic rules of the credit union.

2. It is granted by either the federal or the state government.

F. Bylaws

They are less formal rules of the credit union which can be amended whenever the credit union votes to do so.

IV WHAT MUST YOU HAVE TO ESTABLISH A CREDIT UNION?

A. Common Bond

Under the laws, credit union membership is limited to groups which fall into one of the following categories of sameness:

1. having a residential common bond - living within a well-defined neighborhood or community (the state credit unions must be contained in a governmental entity with a population of under 10,000); or

2. having a common bond of occupation - examples are labor unions and professional and trade associations; or

3. having a common bond of association - examples are religious groups and co-ops. A creative approach can also succeed - the New York Feminist Credit Union was chartered on the basis of a membership of women living in New York City.

B. Minimum Potential Membership

The laws also require a minimum number of potential members in order for a group to qualify.

1. For federal credit unions, the number varies with the type of common bond that the group has, and is more flexible than for state credit unions.
   - a) If the common bond is occupational (group of employees working for the same employer), a membership of 200 is required.
   - b) If the common bond is associational, a membership of 300 is required.
   - c) If the common bond is residential, a membership of 300 families is required.
2. For state credit unions the minimum is always 300 members

C. Economic Advisability

Before granting a charter, the government will make a determination of economic advisability. It will be based on these factors:

1. the number of potential members;
2. evidence of group interest;
3. leadership;
4. willingness of persons to serve and participate;
5. general characteristics of the sponsor;
6. factors or conditions present in the area.

V FEDERAL OR STATE CHARTERING?

You have the choice of seeking a federal charter (under the Federal Credit Union Act) or a state one (under New York State Banking Law, Sections 450 to 480). It is generally considered to be simpler and more beneficial to obtain a federal charter. Thus, there are 1200 credit unions in New York State and 1100 of them are federally-chartered. One of the reasons is because the federal agency, which is much larger, actively solicits groups interested in forming a credit union and offers more help to the groups.

Here are some of the differences.

A. Application Time

1. Under Federal law, charter applications are processed in four or five weeks.

2. Under State law, charter applications are processed in about nine months.

B. Insurance

1. Federal credit unions are required to carry deposit insurance which protects members' shares up to $40,000.

2. State credit unions have no such requirement.

C. Extended Membership and Credit

1. Federal credit unions which serve predominantly low-income members may receive money and may give credit to such non-members.

2. State credit unions have no such provision and may receive money only from members.

D. Instruction Manuals

1. Federal credit unions are given manuals instructing members on accounting procedures; on writing bylaws; and on the organization and duties of the board of directors, supervisory committee, and credit committee. They also instruct members in compliance with the law.
2. State credit unions have no such manuals.

VI HOW TO SET UP A CREDIT UNION

A. If you are interested in setting up a federally-chartered union, write to:

Regional Director
National Credit Union Administration
State Street South Bldg., Room 3E
1776 Heritage Drive
Boston, Massachusetts 02171

B. If you are interested in setting up a state-chartered union, write to:

New York State Banking Department
Credit Union Division
2 World Trade Center
New York, New York 10047.

C. Whether you decide to proceed under Federal or State law you will be given the name of an "organizer" to contact. That organizer is an experienced professional who will meet with you and answer any questions. If (s)he determines that you meet the basic requirements, the organizer will help you survey your potential membership and prepare your charter application. There is no charge for this service.

13. Bankruptcy

Substance

This lesson introduces the basic concepts of bankruptcy, including what it is, why to apply, when to apply, the consequences of declaring bankruptcy, and the advisability of getting legal help. In brief, bankruptcy is a legal proceeding in federal court in which a person with more debts than he or she can handle is permanently relieved of the legal obligation to pay all those debts. Important to convey is that bankruptcy does not just occur to the unemployed or suddenly disabled but often occurs when regularly employed people fail to manage their finances properly or are hit with sudden, unexpected major expenses (such as an uninsured major medical expense). All is not gloom, however, because once the bankruptcy proceedings are completed the person is legally free of debt and begins financial life anew. Moreover, the point of bankruptcy proceedings is not to strip the person of his or her ability to earn a living; the person's present and future wages are untouched by the bankruptcy judgment. Rather, bankruptcy should be viewed as a chance to begin again and to avoid the pitfalls that led to the necessity of declaring bankruptcy in the first place.

Teaching Method

Distribute the outline in advance then discuss it in detail at class. Ask the trainees for their experiences.

Explanation

It is necessary to explain bankruptcy as the most extreme form of consumer debt problems. That is, bankruptcy often occurs as a result of a person's failure to learn and follow the wise habits and preventive steps explained in the rest of the course. During your class discussion, you can tie the woes of a bankrupt person to the absence of all of the skills previously taught in the course. This is a good place in the course to review such basic skills as record keeping, budgeting, and credit purchasing. Thus, the thrust of the bankruptcy lesson is two fold - an explanation of bankruptcy and an explanation of how to make sure that bankruptcy does not occur.

Problems

Because bankruptcy is a court proceeding, it is very intimidating to many people. Also, there is much technical language involved. Not least among the problems is the social stigma that attaches to a bankrupt person. Many bankruptcies, however, are caused by factors beyond a person's control. Even if the bankruptcy is caused by financial incompetence, the experience of bankruptcy should be looked at as an opportunity to start again, with new skills necessary to avoid more problems.

Also, it must be noted that the outline does not prepare trainees to do an actual bankruptcy. Legal or paralegal help is absolutely necessary once the decision to declare bankruptcy is made.

Materials

Outline

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

BANKRUPTCY

I WHAT IS BANKRUPTCY?

A. Bankruptcy is a legal proceeding in federal court in which a person with more debts than he or she can handle is permanently relieved of the legal obligation to pay all those debts.

B. The debtor tells the Court what property (s)he owns and what debts (s)he owes, and the Court apportions the assets among the creditors and frees the debtor (the bankrupt) of any remaining debt.

II WHY APPLY FOR BANKRUPTCY?

A. Being declared a bankrupt enables you, if you cannot do it in any other way, to get out of a difficult financial situation in order to "begin again".

B. Those most in need of bankruptcy's relief are those who either:

1. have poorly managed their fiscal affairs; or
2. were beset with emergencies which they were financially unable to handle.

C. Bankruptcy is a legal right of yours designed to let you become disentangled from a hopeless web of debt. Although not a pleasant prospect, bankruptcy is sometimes the only way to wipe out both debt and its anxieties.

III WHEN SHOULD YOU FILE FOR BANKRUPTCY?

A. You should consider seeking bankruptcy if your debts have mounted so beyond your income that you see no way of paying them all off.

B. It is not a question of either how much you have or how much money you earn (or could earn), but rather the relationship between the two. For example, owing $ 10,000 worth of debts would not be a reason for a person who earns $ 50,000 a year to seek bankruptcy. But, it might be a reason to do so if you earned $ 8,000 a year; had no prospects of earning much more; and had three dependents to support.

C. The factors which should enter into a decision whether to seek bankruptcy are:

1. Income -- How much you earn and are likely to earn.
2. Assets
    a. What property you own and how much it is worth in fact.
    b. Whether any of it is subject to a security interest of a creditor's.
    c. Whether any is owned jointly with another person (who will thus suffer from your bankruptcy).
    d. Whether any is legally exempt from bankruptcy (which means you may keep it).
    e. Whether others owe you money or property
3. Debts or liabilities
    a. How much you owe.
    b. To whom you owe the money.
    c. Whether any of them are joint debts (for example, has anyone co-signed a loan for you).

d. Whether a major portion stems from obligations for alimony or child support (which cannot be wiped out by bankruptcy).

e. How important it is to you to be free from collection efforts (including garnishment of wages).

IV GET LEGAL HELP

A. Consumers have often filed for bankruptcy themselves without the help of a lawyer, and courts will usually help you do this. However, bankruptcy can be a complicated procedure and there are a number of factors that should be carefully considered before deciding whether to file. Therefore, we strongly advise that anyone considering seeking bankruptcy talk with a lawyer first about:

1. whether to file;
2. what steps to take before then;
3. how to complete the forms; and
4. what to do if the proceeding becomes complicated.

The lower the amount of debts owed or assets owned, the more important it is to have legal help available.

B. This lesson is intended to give you an overall view of bankruptcy. However, it cannot give you all the help that you need if you are considering filing for bankruptcy.

C. Fortunately, lawyers' fees for handling bankruptcy cases are usually not as high as for most other services.

V WHAT ARE THE CONSEQUENCES OF GOING BANKRUPT?

A. Advantages.

1. Discharge of some or all of your debts and the ability to start with a clean slate is, obviously, the major benefit of going bankrupt. Collection attempts and garnishments will stop, too.

2. If it is planned correctly you can usually keep some small amount of your property. Also, you can often buy back some of the rest cheaply from the trustee appointed by the court. Or, you can reach a new agreement with any creditor after the bankruptcy to pay the remaining amount. This is called re-affirming the debt, and should be approached very cautiously (or you'll wind up where you started).

3. Although public, the court procedure is usually brief and the judges and clerks sympathetic and helpful. New York's size makes bankruptcy much less painful than it is in a small town where it can be a life-time embarassment.

4. You can fulfill any ethical or moral obligations by voluntarily repaying or making part payment to anyone after you are discharged.

B. Disadvantages.

1. You lose much of your property.

2. Some of your losses may hurt joint owners or joint debtors (including friends and relatives).

3. Your credit rating will suffer, although not irrevocably. The fact that you went bankrupt will be part of your rating for 14 years. This is less terrible than it seems, because if you are seriously considering bankruptcy, your credit rating is probably in bad shape already.

4. Some debts may not be discharged and will remain.

5. There is a possible bad effect on future employment. (On the other hand, going bankrupt sometimes relieves harrassment and garnishments and serves to save your job.)

6. You can not go bankrupt again for another six years after you've done so. (But, this fact can work to your benefit, because it may help potential creditors decide to grant you short-term credit since they know that you cannot go bankrupt again soon.)

7. If some of your debts are to relatives and friends the procedure may be painful or embarrassing.

VI WHAT ASSETS ARE YOU ALLOWED TO KEEP?

A. The law of the particular state in which the federal court is located determines what property is exempt (that is, will not be given to the creditors). Some states are more generous than others. New York's rules are set out in Section 5205 of the Civil Practice Law and Rules (CPLR).

B. In New York, some of the assets you can keep are:

1. your salary or wages;

2. many kinds of life insurance, pension, annuity, and other retirement payments;

3. clothes, household goods, and tools and implements up to total value of $ 450-$ 600;

4. up to $ 2,000 worth of the value of your homestead or principal residence;

5. some of the debts owed to you;

6. savings and loan association shares and credit union shares, up to value of $ 600 (however, not regular savings or checking accounts).

VII WHAT DEBTS REMAIN (ARE NOT DISCHARGED BY THE BANKRUPTCY)?

A. Dischargeable debts are those which are paid off (in part) by the assets and become dead or unenforceable by virtue of the bankruptcy.

B. Non-dischargeable ones remain. They include:

1. Any debts not listed with the court.

2. Alimony and child support obligations.

3. Taxes due within past three years or because of a false return or evasion of taxes.

4. Security interests in real or personal property. The underlying debt may be discharged, but a creditor who had a security interest in some property retains it and may foreclose or repossess or claim any proceeds from its sale.

5. Debts created by obtaining money or property under false pretenses. This includes credit gotten by misrepresentation of your financial condition.

6. Debts from taking of someone's property without permission (conversion) or fraud or embezzlement.

7. Wages owed to someone for work performed.

VIII WHAT DOES A BANKRUPTCY PROCEEDING CONSIST OF?

In a reasonably simple bankruptcy the following steps take place:

A. You file the bankruptcy petition and filing fees ($50 for one person, $100 for husband and wife filing together) at the federal court. This includes the detailed list of all your debts and all your assets.

B. The court sets a date within 10 to 30 days and calls a First

Meeting of Creditors.

1. The meeting is intended to give creditors an opportunity to ask you about your financial situation. However, creditors seldom appear at these meetings because there is little they can do to prevent your going bankrupt.

2. At that time the judge will ask you questions about the statements made in your petition and how you got into this situation.

C. Court appoints a trustee who will examine your forms and see if you have any property worth selling. The trustee will make a detailed report to the court, usually recommending that your petition be granted.

D. A hearing may be called. This will happen only in the rare instances in which creditors file objections to the bankruptcy petition. They have 30-90 days after the first meeting in which to do this.

E. Discharge should follow. If no objections are filed, the Court will send an order of discharge wiping out your debts.

IX POSSIBLE LEGAL PROBLEMS

A. It is essential that you be totally honest in your statements to the court. If you are not, the petition can be denied and you may subject yourself to criminal sanctions as well.

B. Any of the following actions can subject a bankrupt petitioner to serious legal trouble:

1. Destroying or concealing financial records (including bills, contracts, etc.).
2. Misrepresentation of the condition of a business.
3. Concealing or destroying property in the year prior to filing.

4. Failing to explain loss of assets.

5. Failing to obey court orders (including answering questions).

X FURTHER INFORMATION

A. There are several books that provide non-lawyers with further explanation. They include:

1. Jerome K. Meyers, Wipe Out your Debts and Make a Fresh Start (Chancellor Press, New York, 1973. A Dell Special paperback, $3.95. Out of print).

2. Burger and Slavicek, The Laymen's Guide to Bankruptcy (Van Nostrand Reinhold Co., New York. 450 West 33 St., New York 10001, approximately $5.00).

B. Basic detailed legal discussions are found in:

1. The Bankruptcy Act, 11 United States Code, Sections 1-1086.

2. Collier, On Bankruptcy, 14th edition (Matthew Bender, New York, 1963).

3. Cowan, Bankruptcy Law and Practice (West Publishing Co., St. Paul, Minnesota, 1963).

C. The individual bankruptcy petition is a standard form, and several printed versions are available at large stationery stores for a few dollars. Such form kits contain work sheets for preparing a draft of the final version.

14. Debt Collection

Substance

The purpose of this topic is to alert people to the activities of debt collectors. The lesson explains what debt collectors can do legally - and what they often do illegally. Described are consumers' legal rights and means to assert those rights.

Teaching Method

For this lesson, our primary teaching method was to use a script, originally prepared for a radio broadcast, entitled "The Case of the Deranged Debt Collector." The script was presented following the break between the first and second hours of class. At the beginning of the first hour, parts were assigned to trainees and staff. Volunteers were requested; staff filled in only if not enough trainees were available or willing. During the break, the volunteers read over the script (we never rehearsed it). After the break, the script was performed with the players sitting together in front of the class. Following the presentation, we distributed scripts and outlines to everyone.

Explanation

This lesson ties into previous lessons which urged the formation of good consumer habits (e.g., budgeting, record keeping) and careful use of credit. This topic leads directly into the Consumer As Defendant (lesson 15), since a lawsuit often follows upon the collector's failure to obtain the money. Collectors frequently play on people's fear of being sued and use that fear as an extra weapon in their repertoire of threats.

A very important point to stress in this lesson is the distinction among consumers who decide not to pay their debts because of a good protest reason (such as non-delivery or shoddy goods, for instance), those who cannot pay due to an emergency financial problem, and those who fail to pay for no good reason. Consumers who have a valid legal reason not to pay should be urged to be firm and to prepare to assert their rights against the collector in writing (and against the creditor in court if necessary). Those who cannot pay should be counseled about possible negotiations leading to rescheduling of the debt. In any event, any consumer subject to harassment and abuse should act against the offending debt collector.

Problems

People must be urged to communicate complaints against debt collectors, who, despite many recent laws aimed at curbing their nefarious practices, still harass, humiliate, and frighten many people

An important point to remember is that the new federal debt collection law (see below) will give consumers new rights and remedies. You must, therefore, incorporate this law into your lesson.

Other Possibilities

It might be interesting to arrange a tour of a large professional collection agency.

Materials

a.) Outline (revise for the law in your state)

b.) Script

c.) New federal law - Fair Debt Collection Practices Act (15 U.S.C. 1692, effective March 1978).

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

DEBT COLLECTION PROBLEMS

I IF YOU OWE MONEY

A. If you owe a creditor money on a loan, charge account, retail installment agreement or whatever, the creditor has a right to try to collect it from you. Many creditors use debt collection agencies to try to recover from their debtors. The creditor (or the agent) may:

1. write to you -- this is the usual first step, with letters becoming progressively more demanding and less friendly;
2. telephone you (at home and at work);
3. confront you in person to talk with you.

B. Collection notices can be unpleasant. Here are two examples:

1. "PROTECT YOUR GOOD NAME WITH STORES, BANKS, FRIENDS, YOUR JOB. PAY YOUR BILL WITH (name)

   According to the terms of the legally binding contract, you signed with (name) your past due account is $ * * *. We are notifying ... the stores from which you buy on credit, your family, your friends, your neighbors, your landlord, your bank, your job, your employer, your church, etc. . . . you will lose your precious good name and reputation which is everything in your life."

2. "MY ATTORNEY IS SUING YOU. HE HAS A CONTRACT SIGNED BY YOU. * * *. . . you will have to appear in court and lose time and money from your job. In court the judge will declare you GUILTY. Do you want such a court record of GUILTY, to damage your reputation? You have only 5 days to still plead NOT GUILTY and protect your good name and reputation by paying your past due account. . . ."

C. If you don't pay money you owe, the following results are possible:

1. You may continue to receive persistent annoying contacts from the debt collector.

2. You may be sued, and stand to suffer:

a) time and aggravation involved in going to court;

b) if you lose the case, loss of the item (repossession) and any money paid so far, plus interest, court costs and attorneys fees.

3. Your credit rating may suffer, making it more difficult to obtain credit later on.

D. However, if you don't pay money you owe, you will not wind up in jail. The only exception is for alimony and child support payments. General debtors' prisons have been abolished in this country, although unscrupulous debt collectors sometimes use the threat of jail in their attempts to collect.

II YOUR LEGAL RIGHTS

A. New York State's Debt Collection Law (General Business Law Section 600).

Debt collectors can be very abusive when attempting to collect. For this reason, New York has outlawed certain collection practices.

These practices are illegal whether or not you owe the money. It is illegal for a bill collector to:

1. pretend to be a law enforcement officer or a representative of a government office;

2. try to collect any collection fee or court fee or

attorney's fee which you are not responsible for;

3. threaten to give false information about your credit worthiness to anyone;

4. tell your employer about a claim against you, unless:
    a) there is a final court judgment against you, or
    b) you agreed to a wage assignment.

5. threaten to give information about a debt which you dispute;

6. harass you (this includes telephone calls made late at night, or very frequently, or in a profane or threatening manner);

7. threaten to take action which is not what the creditor (not the collection agency) usually does as a normal business practice;

8. try to enforce against you any right which doesn't exist;

9. communicate in a way that looks as if it were part of a court proceeding or a governmental action or an attorney's action when such is not the case.

B. The New York Telephone Company Rule.

Anyone who uses the telephone to "harass, frighten, abuse or torment" a consumer in order to collect a debt, may have his or her telephone service disconnected by the telephone company.

C. Suing the Debt Collector.

Sometimes really abusive debt collectors cause great emotional distress. If a debt collector's action causes you to suffer physical symptoms (nervous stomach, nausea, headache, even miscarriage or heart attack) or lose time from your job, you can sue the debt collector for the monetary losses suffered.

III COMPLAIN.

If a debt collector uses illegal or simply abusive tactics, you have several places to turn. Be sure that all complaints are in writing and that you keep a copy of them. If you are a victim of abusive tactics, complain immediately -- your complaint may prevent future abuse to yourself and others.

A. Write to the seller whose bill is being collected. Frequently the seller is not aware of and would not approve of what hired collection agents are doing.

B. Write to the state law department. Address your letter to:

Attorney General of the State of New York
2 World Trade Center
New York, N.Y. 10013.

C. If one or more abusive telephone calls are involved, contact the telephone company. Call your local business office whose telephone number is on the front of your bill. That office will contact its Annoyance Call Bureau.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

"The Case of the Deranged Debt Collector!"

A radio script.

ANNOUNCER: One morning as Lydia Shrapnel was doing her wash, the telephone rang.

(telephone rings)

LYDIA: Hello?

VOICE: Mrs. Shrapnel, I presume?

LYDIA: Yes, who is this?

VOICE: This is the Federal Debt Bureau, and you're in debt to us, Mrs. Shrapnel. It's a little matter of $83.00. The Skunkly Design School... you remember now, Lydia?

LYDIA: Why yes, I remember that. A salesman came and offered me a chance to take an art course from them. He said I could sign the application, and decide later whether I wanted the course. The next day I called and told them I didn't want it.

VOICE: Lydia, skip the stories. This debt has to be paid, and I'm not about to take it out of my pocket; so you better start reaching into yours, sweetheart.

LYDIA: But I don't owe this!

VOICE: We've got your contract, and it says you do. You can be put in jail for this, Lydia. The marshal will come and pick you up, right out of your house, and cart you away; I don't know what will happen to your kids.

L: Oh no!

V: And this'll ruin your credit everywhere...when your landlord hears about this he'll evict you. You'll be out on the street, honey...where you started, I bet *(snickers)*.

L: Now look here...I don't owe this money and even if I did, I don't have the money anyway. My husband has just been through major surgery.

V: Don't give me any sickly-boy stories, Lydia. Everyone's got problems. If you paid your bill, we'd both have one less problem.

L: I can't pay any bills right now. I'll have to go bankrupt the way they're piling up.

V: *(false friendly tone)* Now listen, Lydia. I'm trying to help you, believe me. Ignoring a little bill like this can be bad. If we have to go to your employer, you lose your job, and then where are you? I'll tell you what. Pay me 40 bucks now, and 20 bucks next week, and we'll call it even. OK?

L: *(withered)* I can't. It's just not right. We need this money, and I don't owe it to you.

V: *(hardening again)* All right Lydia, I tried to be nice about this. We know how to deal with deadbeats. *(sinister)* We have ways of getting our money. So long, honey *(click)*.

* * * * * *

SCENE TWO

A: Scene two: three days later. Lydia's neighbor, Sally Rembrandt, visits Lydia at home.

SALLY: Hi, Lydia.

L: You look worried, Sally. Is that rotten Harvey of yours playing around again?

S: No, Lydia. Now listen. Someone just called my house who said he was a marshal, and he wanted to know if I knew where you were. He said he had a warrant to arrest you for defrauding creditors. I told him he must be mistaken. But, he said he was sure. Said you owed him $83 and refused to pay, and he had a warrant.

L: Gee, Sal, I'm scared. Can they really arrest me?

* * * * * *

SCENE THREE

A: Scene three: One night later, at 3 a.m.

(telephone rings)

L: *(drowsily)* Hello?

V: Pay your bills, deadbeat! *(click)*

* * * * * *

SCENE FOUR

A: Scene four: Lydia goes to her job as a weekend night watchperson for the Zucchini Storage Company. Her boss is waiting for her.

L: Hi, boss.

BOSS: Hello, Lydia *(stern-voiced)*. I want to talk to you.

L: What's up, boss?

B: A fella called up today about some money you owe to some school or something. Said they would have to get a garnishee on your wages if you didn't pay. We can't have people working for us who have their salaries garnisheed -- understand? Get that bill straightened out -- or we'll find a new watchperson.

L: Yes, sir, you won't be bothered any more. I promise.

B: Good.

(footsteps and door closes) (boss has left)

L: I've really done it this time. I guess I'd better pay. *(sighs)* But it just isn't fair.

(organ music -- fanfare that ends soap operas)

15. The Consumer As Defendant

Substance

This lesson explains what happens when a consumer is sued for a debt and becomes a defendant in a lawsuit. It includes a description of the summons and how to respond to it without a lawyer; the trial; and settlement. Of special importance to unrepresented consumers is the need to prepare properly by organizing and rehearsing the case (see outline pp.5-6).

Teaching Method

The teaching method for this topic involved a two-part process. First, the outline was distributed in advance and discussed in detail. An actual New York City Civil Court summons was also distributed and analyzed.

Second, the group visited the Personal Appearance Part of the local Civil Court (where people who are not represented by a lawyer have their cases heard). In order to insure a favorable reception the whole trip was arranged through the office of court clerk. Arrangements were made to have the group speak to the personal appearance clerk (who helps consumers file their answers) and to observe the court in session. The judge addressed some remarks to the group during a trial recess.

At the class following the trip we discussed the entire experience, particularly whether the visit had reduced the awe in which courts are often held, whether the cases were well presented by the unrepresented defendants, and whether the judge was fair to those defendants.

An additional teaching method would be to use the CLTC's second comic, "The Victorious Victim" as a teaching device.

Explanation

This is a very important lesson, for it confronts the fact that only a very small percentage of consumers sued respond to summonses. They cannot find lawyers because claims are too small, and they often are afraid to go to court alone. The lesson seeks to encourage people to defend themselves, by describing how to present simple cases and by reducing the intimidation and mystique of the courtroom. Emphasize that the consequences of ignoring the summons are that the creditor will automatically win a judgment which may well include hidden costs (e.g., lawyer's fees) beyond the true amount of the debt. The consumer can never do worse by appearing in court and telling his side of the story.

Problems

First, you will need to revise the outline to conform to the law and practices of your state and locality. You need an experienced lawyer and/or court clerk to help you with this. Then you should observe the way the local civil court handles cases in which consumers appear without lawyers. Most important of all, you must think of ways to communicate the message that people should respond to summonses, even when they can't get lawyers.

Other Possibilities

Role-playing parts of consumer, plaintiff-creditor, and judge with prepared sets of facts given to the actors.

Materials

a.) Outline

b.) Summons

c.) CLTC Comic "The Victorious Victim" (available from Consumer Law Training Center, New York Law School, 57 Worth Street, New York, NY 10013.)

d.) A manual on self-representation in the New York City Civil Court is scheduled for future publication by the Community Service Society, 105 East 22 Street, New York, New York.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

THE CONSUMER AS DEFENDANT

I IF A SELLER CLAIMS YOU OWE MONEY

A. Sellers (of goods and services) often sue when their demands for payment of an outstanding debt are not met. However, since a lawsuit costs money, a seller will send a series of collection letters demanding payment before going to court. Some sellers send as many as 20 letters which progress from friendly to demanding or threatening.

B. Consumers usually do not pay bills because:

1. they are unable to, as a result of unexpected events like illness, loss of job, or other problems; or

2. they have a complaint -- the goods were never delivered, were not as promised, were defective, or fell apart.

C. Whatever your reason, if you stop payment and offer no explanation, you may wind up being sued.

II AVOIDING A LAWSUIT

A. You can often (but not always) avoid being sued by acting effectively when you begin to receive collection letters. Simply ignoring these collection letters invites the seller to sue you. Whatever the reason for non-payment, if the seller understands it, there is some chance for a mutually satisfactory agreement.

1. If you can't pay because of unexpected illness or loss of job, many sellers will re-adjust the payment schedule to allow you to make lower payments, even though they are not legally required to do so. It is in their interest to have you pay willingly and to avoid a court case.

2. If you won't pay because the goods were defective or not as represented, you should complain to the seller (in writing). Do it as soon as you are aware of the problem; don't wait for the threatening letters to start.

a) However, even if you have waited, put your complaint in writing and answer the seller (and the collection agency if there is one).

b) Not all sellers are responsive to legitimate complaints, but many are. And, if you are sued anyway, your case is better if you can show copies of letters which you have sent explaining the problem.

III THE BEGINNING OF A LAWSUIT

A. Receiving a Summons.

1. A lawsuit begins with a summons, a legal paper which notifies the defendant (person being sued) that a case has begun. The complaint, which details the facts as the plaintiff sees them, is part of it or is attached to it.

2. You receive a summons and complaint:

a) when someone hands it to you;

b) when someone delivers it to a member of your household or to someone at your place of business; or

c) when you receive it in the mail (with a copy attached to your door).

3. A summons is not easy to understand and can be confusing. You can recognize one because it will have:

a) the name of the court;

b) the name of the case (usually SELLER v. YOUR NAME);

c) the word "Summons" or "Summons and Complaint" at the top.

For Civil Court consumer cases in New York City, the summons should be translated into Spanish, too.

4. DO NOT IGNORE A SUMMONS. If you do, it will lead to a default judgment (an automatic decision for the seller). After that the seller will try to collect the money and may have your wages garnisheed. It is then almost impossible to raise any of the legitimate reasons for not paying which you could have raised if you had answered the summons.

B. Responding to the Summons.

1. Act fast. Your time in which to answer the summons is short.

a) If it was personally handed to you, you have 10 days to answer.

b) If you received the summons in any other way, you have 30 days to answer.

2. If you can, get a lawyer to handle the case or at least talk to one about it. If you cannot afford one, try Legal Aid and Legal Services to see if you qualify for their help.

3. If you cannot obtain a lawyer to handle the case you can do it yourself, although it is not easy.

IV RESPONDING TO A LAWSUIT WITHOUT A LAWYER

A. First, go to the court and ask for the pro se clerk. Defendants who appear in court without lawyers are assigned to the pro se part, where the judges usually help make sure that they don't lose their cases because of technicalities. The clerk's job is to help people who do not have lawyers to represent themselves. In New York City, the court will usually be one of the branches of the Civil Court, which hears cases involving less than $10,000.

B. The clerk will ask you to fill in a form called an answer. It is your response to the seller's claims which are in the complaint. On this form, you write all your complaints about the product or service. Be sure to explain such facts as: the furniture fell apart a month after it was delivered; the salesman told me it was all wood and it turned out to be plastic; the salesman high-pressured me into buying, etc.

C. The clerk will take your answer. He or she will either give you a specific date for the trial of your case or will promise to mail you a notice which gives that information.

D. It is possible to never receive a summons, but then learn that you were sued only when you receive a notice of default or a wage garnishment.

1. This will usually happen when a dishonest process server (person supposed to serve the summons) does not serve the summons, but lies and says (s)he did. This practice, which is illegal but widespread, is called "sewer service".

2. If it happens to you, go to the clerk's office of the court listed on the notice of default or the garnishment notice, and explain the situation to the clerk.

3. You are then entitled to a hearing to determine if you were ever served.

4. If the judge finds that you were not, the judgment will be set aside and you will have a chance to present your side of the story at the trial.

V THE TRIAL

A. It is well worth your time to go to court some day before your case is scheduled to sit in on a couple of other cases. Remember, courts are open to the public and you can simply walk in.

B. At the trial, the plaintiff (seller) presents the case first. You can ask questions of each witness who testifies, including the person who sold you the goods or services, after the seller's attorney asks questions. This is cross-examination.

C. When the seller is finished with his/her case, you can present your witnesses (including yourself) and any other evidence.

1. You should ask anyone who can support your side of the

story to come to court to be a witness for you. Include:

a) a friend who heard the salesperson's lies;

b) someone who has seen the goods and knows they are defective;

c) anyone with other personal knowledge of the facts.

2. You can testify. Be sure to bring and show the court all the documents that you have, such as:

a) cancelled checks or receipts;

b) warranties;

c) your own photographs of the defective goods;

d) your letters of complaint to the seller.

3. The better prepared you are, the better your presentation to the judge will be. Therefore, before going to court:

a) sit down and outline your dealings with the store, in chronological order;

b) gather all the documents which relate to the sale;

c) practice what you are going to say to the judge;

d) try to be quite specific and brief.

D. Postponements.

1. It is essential that you be in court at the exact time told to you by the clerk or the notice, even though you may then have to wait. If you are unsure of the date or time or place, call the clerk's office and ask.

2. If one or more of your witnesses cannot be there on a particular day you can go and ask for a postponement (adjournment) to

another day. The judge will usually allow you to postpone a case once, but may not allow you to do it again without a very good reason.

3. If the attorney for the plaintiff wants to postpone the trial, (s)he may try to get you to consent, or will ask the judge for an adjournment.

a) If you are ready for trial, you do not have to agree to an adjournment. If you do agree, ask that it be marked "final" on the docket so that the plaintiff must be ready the next time.

b) If the attorney asks the judge for an adjournment to another day and it is inconvenient for you or your witnesses to come on another day or on that particular one, tell the judge.

c) Some lawyers will try to adjourn cases several times, to wear you down, especially if you must take time off from work to come to court. If this seems to be the problem, tell the judge. A judge will probably give one adjournment, but, if you protest (s)he may refuse other requests for adjournment.

VI SETTLING THE CASE

A. At any time during the case, the plaintiff and the defendant can agree to settle the case or make a compromise on any terms they choose. For example, if the seller says that you owe $900 on an installment contract for furniture and you say the furniture is defective and not worth it, you may both agree that you will pay $300 and call the matter quits.

B. Sellers and sellers' attorneys expect to settle cases, so be ready to negotiate. In fact, if you do not settle it beforehand, the judge may put pressure on you to "split the difference".

C. If you speak to the seller's attorney, be wary. Collection attorneys are a tough crew and can be very intimidating, especially to defendants representing themselves. Some are dishonest and unethical, as well.

1. Decide on what settlement is acceptable to you and do not be browbeaten by the lawyer into accepting something less.

2. If you do agree on a settlement, do not sign anything written by the seller's attorney, because collection attorneys' forms always contain extra clauses which waive your rights. (One common example is a provision that says if you miss one payment, the plaintiff can get a default judgment without notifying you.)

D. Write out the settlement yourself.

1. Put the name of the case and its number at the top, and put the date at the bottom. Write out the terms of the settlement as you understand them.

2. Be sure to include the following language to make sure you can not be sued again for the same transaction.

> The above entitled action having been
> compromised and settled, it is hereby
> agreed by the parties that the action is

> discontinued, without costs to either party as against the other, upon the filing of this stipulation with the clerk of this court.

3. Put your own name, address, and telephone number at the bottom and the name, address, and telephone number of the plaintiff's attorney.

4. Ask the judge or the pro se clerk if (s)he will look at the settlement before you sign it.

5. Sign three copies, and make sure the plaintiff's attorney signs them all. Give one to the attorney, keep one for yourself, and bring one to the clerk's office to be filed.

VII IF YOU LOSE

A. If there is a judgment against you, the seller can collect the money by an income execution (or wage garnishment). This means that part of your salary will be deducted from your paycheck, and paid to the seller until the judgment is paid.

B. The seller may also serve a restraining order on any bank where you have an account. This order informs the bank that a judgment has been entered against you and instructs the bank not to pay any monies to you until you have been paid the judgment. Money can be collected from your account(s) by the marshal and paid to the seller.

16. Small Claims Court

Substance

This lesson explains how consumers can use the Small Claims Court, which is structured to enable people not represented by lawyers to sue persons or businesses they claim owe them money. The lesson describes the informality of New York City's Small Claims Court, and advises the consumer on how to prepare his/her case for court. Procedures to emphasize in this lesson are: types of cases the court hears; how to start the case; how to prepare for court; what actually happens in court; and how to collect on a judgment.

This topic complements the Consumer As Defendant lesson, where the emphasis is similar - overcome the fear of court by careful preparation - but the unrepresented consumer in Small Claims Court is usually the plaintiff (rather than the defendant).

Teaching Method

Small Claims Court was explained with the help of an excellent pamphlet distributed by the New York City Department of Consumer Affairs (and updated by us). The discussion is best followed by a visit to the court to observe the process, and a later discussion of the trip (see description of how to arrange for a court visit in the "Consumer As Defendant" lesson).

Unfortunately, we were never able to lead a court observation session, because the local Small Claims Court met only at night and trainees were reluctant to travel to and from the court at night.

Explanation

We tried to present Small Claims Court as the "people's court," a court where everyone has a fair chance to tell his/her story. The New York City system is quite good, and we urged the trainees to stress use of the Court to their constituents.

Problems

The primary problem here is to adapt this lesson to the laws and practices of the courts in your community. If your community has a similar court, you will need to find or write explanatory materials, observe the court in action, and arrange a trip for your group. Small Claims courts vary greatly in their informality, adherence to rules of evidence, hours, and receptivity to consumer claims. They are not always called Small Claims Courts - some are "magistrate's" or "justice of the peace" courts.

If your local court meets only at night and/or is located in a dangerous area, you can arrange to have the group meet at a convenient place and travel together.

Other Possibilities

Role-playing a Small Claims Court case, with students and staff acting parts of plaintiff, defendant and arbitrator/judge, can highlight the skills necessary to preparing and presenting a case.

This may be a good topic for an outside speaker (judge or arbitrator, etc.) if well-chosen. We had a bad experience with one Small Claims Court arbitrator, though, who discouraged people from going to court.

Materials

The New York Public Interest Research Group's Small Claims Court Action Center, 5 Beekman Street, New York, NY has published a handbook on the local court, in Spanish and English. For other localities, check with the clerk of the court, or local consumer agencies. If none exists, you might want to prepare a handbook.

Bibliography

D. Matthews, Sue the Bastards: The Victim's Handbook, Arbor House, New York, 1973.

17. Choosing and Working With Your Doctor

Substance

This lesson explores consumer attitudes toward the purchase of health services. It urges people to expect and demand the same fairness, honesty and top quality from health professionals that they require of others who offer goods and services. Discussed are: how to choose a doctor; how to be an aware patient; the minimum attitude and performance to expect from a doctor; and how to complain about doctors.

Teaching Method

The best teaching method used in our classes was devised by a trainee. The materials consist primarily of five common doctor-patient problem patterns worked out as role-playing exercises. The problems supply brief descriptions of the people and health problems and some background facts. The exercises require assigning people to the various roles, giving them time to prepare, acting out the five exercises, and then discussing the exercises in terms of how the people playing the various roles typified the attitudes and behavior of average consumers. To facilitate discussion, you may distribute the attached topic outline, and review the exercises in terms suggested by the outline headings.

Explanation

Many people are very intimidated by doctors. Getting people to think about the real reasons for this is the first step towards changing attitudes which are very counterproductive. Unfortunately, attitudinal changes are easy to talk about and difficult to accomplish. To dramatize the present common attitude, you might say this: "Would you accept from your auto mechanic a diagnosis of your car that, 'Everything will be okay, just leave it to me'? You shouldn't accept the same non-informational diagnosis from a doctor either. You need to know more about your health than about your car."

Problems

Some people find role-playing uncomfortable at first, but in our experience almost everyone soon became deeply involved in the exercise. It is important to ask the participants to play their roles "straight" and seriously. Try to make sure that everyone participates.

Materials

a.) Role-playing exercise
b.) Outline

Bibliography

a.) Belsky & Gross, How to Choose and Use Your Doctor, Arbor House Publishing, Inc., New York City 1975

b.) Consumer Reports Articles (September 1964 issue)

c.) Consumers Union, Guide to Consumer Services, Mt. Vernon, N.Y. 1977

CHOOSING AND WORKING WITH YOUR DOCTOR

JOAN SIFF
MAY 16, 1977
CONSUMER LAW TRAINING CENTER

CHOOSING AND WORKING WITH YOUR DOCTOR

Let's give more thought to the good functioning and proper care of our bodies. We can do so by being more honestly critical about the kind of health care we seek and receive.

Various people have gathered to discuss health problems in small groups.

Very brief descriptions of people and health problems are supplied; some background factual information is given. Please try to form a short dialogue (or group talk) using this information.

I. FINDING A DOCTOR

A. ROSA - A Dominican woman who has been in New York for ten years.

B. GRECIA - Rosa's cousin who arrived in New York one month ago. She's feeling sick.

C. MAGDALENA - A more sophisticated person. Friend of Rosa.

SOME IDEAS:

1. Rosa: I'll take you to Dr. Martinez. He speaks Spanish. I like him.
2. Magdalena: But Rosa, you must tell Grecia more about him. How much does he charge? Does he ever go to anybody's house? Also, what hospital(s) is he connected with? Is he an internist or a specialist in one part of the body? It's better to go to an internist first. He's the one who'll get to know you and your health problems in general. Encourage Grecia to ask questions.

1.(P.I.R.G. - Wash. D.C. - Dr. Sydney Wolfe - "Private Guide to Selecting Physicians" Seven Criteria - (1) fee; (2) age; (3) location; (4) Board specialties; (5) credentials - M.D., FACS, etc.; (6) hospital affiliations; (7) office hours.)

2.Communities also may obtain:

A Guide For Compiling a Consumers Directory of Doctors -
(Health Research Group) 2000 P. Street, N.W. Wash. D.C. 20036
202-872-0320

3. N.Y.P.I.R.G. - Is pressing for legislation to remove ban on doctors advertising if it's carefully done? Consumers would have much access to information about doctors' fees, credentials, etc.

4. Guide To Consumers Services - How to Find a Doctor For Yourself. (1977) Also includes guide to hospitals.

II. PROBLEMS IN COMMUNICATION WITH DOCTOR(S).

A. NILDA: I am very worried because I don't understand what my doctor says. Once I took too much medicine because I misunderstood him. Now I don't take anything, and I'm afraid my condition will get worse. When I ask my doctor a question he acts annoyed.

B. MARIA: Try to find a doctor who speaks Apanish. I go to one, and he's good -- not because he speaks Spanish, but because he really cares about his patients.

Before you change doctors try asserting yourself with your present doctor. Tell him (in a friendly manner) that your considering going to another doctor, because you're confused about your condition. If he reacts negatively -- change to another doctor for sure. The book -- How to Choose and Use Your Doctor, Marvin S. Belsky, M.D. (Univ. Hosp.) 1975, Arbor House.

It is an excellent summary of the things consumers can do to really take better care of themselves by confiding in their doctors; changing doctors if necessary. Belsky has group sessions with his patients during which they talk about problems in communication. He tries to explain people's physical ailments very clearly so that he can minimize confusion and anxiety and maximize cooperation.

Dr. Belsky's description of the people who work in doctors' offices is fantastic. He calls them "gatekeepers" -- and indeed many are. He advises people to avoid intimidation by "gatekeepers". Try to reach the doctor directly.

III. HOW TO COMPLAIN

A. PHILIP - (distraught father) - My daughter was supposed to have a tonsilectomy. She was in the hospital three days. On the second evening the doctor said "no food until after surgery." Twenty-four hours later, she still had not had the surgery. The doctor told me she threw up in the O.R., and therefore couldn't have the operation.

She had lost 6 pounds! We took her home.

On the following day we took her to another hospital where a doctor said she had a throat infection which was the real reason for the first doctor not operating.

Now I want to take her to my country (Dominican Republic) for the operation. What do you think?

B. **ELIZABETH**: (A teacher at the school where Philip works as a repairman) - You must file a complaint. I have a booklet called -- How To Complain About Your Doctor. It's published by N.Y. Public Interest Research Group. (1976) Don't confuse a complaint with a malpractice suit. A complaint will not bring you money damages, but it can improve the medical care available for you and all consumers. A complaint can be made directly to the Department of Health which could recommend that the Board of Regents (which issues and withdraws licenses to and from doctors) take action.

Local, state or national medical societies can be helpful to you because they have committees to investigate complaints. (Also, they hear complaints about fees and Health Department doesn't.)

I'll help you and your wife write to the Department of Health. We must include the doctor's name and address, the date the action occurred, copies of bills or letters and names and addresses of doctors that have since provided treatment.

An investigator from the Health Department Regional Office could help you, but I'm going to help you.

IV. SURGERY - THE NEED FOR A SECOND OPINION.

A. CELESTE: My doctor sent me to a surgeon. The surgeon says I need a hysterectomy.

B. MERCEDES: Consult another doctor.

A. CELESTE: Why?

B. MERCEDES: I read a little book called "A Shopper's Guide to Surgery" (by Herbert S. Denenberg, Phd., a nationally known consumer advocate and former Pennsylvania Insurance Commissioner). Dr. Denenberg lists 14 rules on how to avoid unnecessary surgery. First he talks about studies that prove quite a few unnecessary operations are performed each year. (Dr. Lewis [of Harvard] who is a specialist in Community Health; and Dr. Knowles who is now president of the Rockefeller Foundation warned that incredible amounts of unnecessary surgery are going on -- Balt. Sun, 5/29/72, Page 4.)

(Ralph Nader has said "Conditions of medical care are often criminally negligent especially for the poor and even at times for the relatively affluent. . .")

A. CELESTE: What are the 14 rules?

B. MERCEDES: I'll tell you briefly.

1. Go to your regular family doctor for initial diagnosis.
2. Make sure surgeon is board certified.
    - (a) Contact local county medical society or use Directory of Medical Specialists.
    - (b) Check out anesthesiologist as well.
3. Does physician have F.A.C.S. - It indicates continuing education.
    - (a) Write: American College of Surgeons, 55 E. Erie St., Chicago, Illinois 60611.
4. Get another independent opinion or even two,
5. An accredited hospital -- It is best if your surgeon and regular doctor have hospital privileges.
    - (a) Joint Commission on Accreditation of Hospitals, 645 N. Michigan Ave., Chicago, Illinois, 60611.
6. Don't push for surgery.
7. Get careful explanations from doctor and surgeon of pros and cons of specific surgery.
8. Frankly discuss the fee.

9. Check surgeon out with other patients and associates (where possible).

10. Make certain surgeon is willing to work with your regular doctor.

11. Consider a surgeon who is part of a group practice. This includes:
    - (a) Partnerships
    - (b) Private clinics
    - (c) Groups sponsored by labor and management
    - (d) H.M.O. -- Health Maintenance Organization.
        - (1) Here the surgeon's income does not depend upon the number of operations.

12. Select a surgeon who is not too busy to give enough time and attention.

13. Be on guard against operations that are most unnecessarily performed.

14. Surgery is your decision.

Also -- Blue Cross and Blue Shield has a program called PRESSO - The Program for Elective Surgical Second Opinion -- This provides a second opinion without cost to the patient.

V. AVAILABILITY AND TYPE OF HEALTH SERVICE: PREPAID OR "FEE-FOR SERVICE".

A. ALTAGRACIA: I go to a private doctor who speaks Spanish. I like him but now he tells me he can't accept Medicaid anymore! What do you think I ought to do?

B. MILAGROS: I go to the clinic at Saint Luke's Hospital at 114th Street and Amsterdam Avenue (Voluntary Hospital). It's very good. They accept Medicaid. They have different specialists too. I had my baby at Woman's Hospital which is part of Saint Lukes.

Also, I have a friend who goes to the clinic at Metropolitan Hospital (Municipal Hospital). She has diabetes; each time she goes to Metropolitan she sees the same doctor. He knows what medication and type of diet she needs.

C. MARIANA (is a social worker; through her union she has joined a pre-paid group (H.M.O.) which is officially called a Health Maintenance Organization. There are many throughout the country. They provide many health services for a fee that the consumer or his or her employer or union pays. (Guide to Consumer Services -1977- "Are Health Maintenance Organizations the Answer to Your Medical Needs?" This is a comprehensive description of H.M.O.s including pros and cons.)

(A federal law in 1973 authorized HEW to disburse 325 million to aid formation of new H.M.O.s and assist current H.M.O.s. Part of this law was a requirement that certain employers of 25 people or more offer membership on a federally qualified H.M.O.

C. MARIANA: I like the H.I.P. group I belong to. My family and I find many services there. I pay part of the yearly fee and my employer pays the other part. It is about $80.00 a month.

Another requirement of the law was that an H.M.O. must offer certain special services such as referral services for alcoholism, drug abuse, home health care, short-time mental health programs, family planning, preventive dental care for children, health education programs, etc.

Amended in 1976 -- doesn't include as much now.

C.U.recommends 1)That every H.M.O. have a formal program in which doctors regularly review one another's work.

2)Doctor-patient ratio is important. Group health specialists believe there ought to be at least one primary care doctor (like a G.P.) for every thousand subscribers.

3) Consumer participation is very important. The consumers must have a voice in policy matters such as kinds of services provided, location and hours of clinic, etc.

4) H.M.O.s vary in their services. Particularly in dental care and prescription drugs. Some provide complete service in these areas and some H.M.O.s provide none.

Anyone interested in information about H.M.O.s may write to:

1. The Group Health Association of America
   1717 Mass. Ave. N.W.
   Wash. D.C. 20036

   This association's standards for membership offer a source of consumer protection.

2. The Government's H.M.O. Program -

   William J. McLeod
   Office of Qualification and Compliance, HMO
   Room 14A-35
   Parklawn Building
   5600 Fishers Lane
   Rockville, Md. 20857

Self-help groups are an important aid to consumers who might benefit from non-professional group therapy. New York Magazine, 2/28/77.

In summary: Consumers, whether they are teachers, people in need of basic education, second language learners or members of any group, need awareness and involvement in their own health care.

1. The Consumer Commission on Accreditation of Health Services publishes a newsletter -- magazine called Health Perspectives. It provides very important information for consumers about the latest developments in consumer involvement in health care. They are at 381 Park Avenue South, New York, N.Y. 10016, 689-8959. The May-June '76 issue has an important article about consumer involvement in health standards and job safety (certain job conditions cause illness).

2. The Health Services Administration -- 125 Worth Street, New York, N.Y. 10013 -- has consumer members. Among other things, H.S.A. printed The Young People's Guide to Health Care. It's an excellent guide for adolescents and their parents. Many names and addresses of all kinds of health care centers as well as information on health careers are included.

3. Health Research Group -- 2000 P. Street, N.W., Wash. D.C. 20036, 202-872-0320 -- helps communities (upon request) with its Guide for Compiling a Consumers' Directory of Doctors.

FOR OUR CLASSES:

Community Language Learning -- the group discussion technique lends itself well to health care information.

Students sit in a group and discuss a particular topic such as:

My Medical Experiences;

How I Helped a Friend Find a Doctor;

Good Medical Care For Children;

How Does a Second Language Learner Find
Good Health Care?

Another group (part of the same class) records what it said. After discussion the "secretaries" write on the blackboard, and the whole group corrects grammar, spelling, etc.

Role-playing also is a helpful technique for furthering ideas about How To Choose and Use a Doctor (or a medical group).

As stated earlier, this is probably the most rapidly changing "consumer cause".

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

CHOOSING AND WORKING WITH YOUR DOCTOR

I THE PROBLEM

A. Medical care is the most crucial consumer service any of us will ever buy. Yet, most people believe that they are too ignorant to select and judge those who supply the services. And many are too timid to demand the kind of care they deserve. Many people spend more time and care in selecting a new car or an appliance than they do in choosing a physician. And they feel more certain about criticizing the car's performance and seeing that it is corrected, than they do about criticizing their health care.

B. There are a number of reasons why people have problems being wise consumers when they are dealing with physicians and dentists. They include:

1. Awareness of one's own ignorance about medical knowledge.
2. The belief that only the doctor "knows what's best."
3. A desire to believe that there is always a solution to health problems. The fear of illness and death leads most of us to want to be told only that "everything will be all right."
4. The medical establishment's refusal to permit the publication of information about physicians.

II CHOOSING A DOCTOR

A. Choose a physician while you are healthy, if possible.

1. Make an appointment for a routine checkup.

2. You are in a better position to evaluate the care then and to change physicians if necessary.

3. It is good to choose a doctor whom another health care professional (for example, a dentist or a physician from another area) has recommended. Failing that, look for recommendations from those friends or relatives whose judgment you can trust and who are likely to want the same kind of doctor you want.

B. If you become ill and do not have a regular doctor, or if no one can give you a good recommendation, go to the outpatient department of a local hospital (preferably a teaching hospital).

C. Choose a general practitioner or general internist as your family doctor. Let that doctor recommend specialists if they are needed. Do not refer yourself to a specialist.

D. It is a good idea to check a doctor's credentials before deciding to make an appointment, especially if you are selecting one of several possibilities.

1. There are directories available in medical libraries and in some public libraries which contain information on doctors' educational background; specialty qualifications; and hospital and school affiliations. They include:

a) American Medical Directory, put out by the American Medical Association;

b) State or local medical society directories, such as the Medical Directory of New York State.

2. Sometimes there are also consumer directories for particular communities put out by community groups.

a) Where available, they often offer more extensive information, particularly about prices;

b) News reports and consumer reporters are your best way of finding out if any exist.

E. Check on particular things which are important to you by telephone before making an appointment. They might include:

1. Whether physician or staff speak any other language;

2. What doctor's office hours are (that is, whether they are convenient for you);

3. Whether doctor accepts Medicaid or Medicare payments;

4. What hospital(s) doctor is affiliated with;

5. Whether doctor bills patients or requires immediate payment;

6. What doctor charges for an initial visit.

F. Recognize and act on your own personal feelings about what you want in a doctor, because it is important that you feel comfortable dealing with the doctor. For example:

1. You may have a preference for a male or female (especially for a specialist such as a gynecologist or a proctologist;

2. You may prefer a doctor of a particular religion or ethnic background;

III BEING A GOOD PATIENT

A. Being a good patient does not mean being afraid of bothering the doctor or wasting his/her time. Rather, it means communicating fully all of your symptoms and all your questions. What seems like a triviality to you may be important to the doctor and to your health.

1. The common fear of being thought to be a hypochondriac can keep you from giving vital information to the doctor.

2. Much of the time a doctor's diagnosis is simply a highly educated guess both about the cause of the symptoms and about what will cure the underlying disease. Thus, the doctor can only make the diagnosis if the patient helps by supplying information about symptoms; food intake; family medical history; etc.

B. It is advisable to make a complete list of your symptoms to take with you to the doctor.

1. It keeps you from forgetting any of them.

2. It can help you over any worry or tension which you feel about being there.

C. Because your health and life are involved, you should never give up your responsibility to seek information about decisions and be critical of your doctor.

1. Doctors are as capable of error and weakness as everybody else. In fact, it has been estimated that five percent of all physicians in this country are mentally ill, alcoholic, or drug abusers.

2. Doctors, like other professionals, are usually willing to discuss their diagnoses and recommendations if you express interest. If your doctor is not willing to do so, you should consider changing to one who is.

D. Communicate your displeasure to your doctor if you are dissatisfied with the way the doctor or his/her staff is treating you.

E. Obtain a second opinion before deciding to have surgery or other drastic treatment.

1. This is a standard precaution, which most ethical doctors will not object to.

2. Choose a second doctor who is not associated with or a friend of the first, to insure an impartial diagnosis.

3. A second opinion is essential for all elective surgery. Certain of these operations are often performed unnecessarily. They include:

a. hysterectomies;
b. tonsillectomies;
c. hemorrhoidectomies;
d. gall bladder surgery.

IV WHAT YOU SHOULD EXPECT FROM A DOCTOR

A. Information.

1. To be given a complete description of the doctor's findings in language you can understand.

2. To be told what risks are involved in any treatment and what your alternatives are. This is especially true of surgery and other drastic treatment.

3. To have all your questions answered willingly.

4. To be told beforehand if any treatment or medication is still in an experimental stage.

B. Time. You have a right to a reasonable amount of time with the doctor. Emergencies occur, and there are sometimes unavoidable delays. But the doctor should not regularly schedule so many patients that you are compelled to wait a long time or rushed through.

C. Courtesy. You should be treated courteously by the doctor and his/her staff. If someone in the office does not treat you properly, make it your business to tell the doctor.

D. Diagnostic Work.

1. An initial visit should include:
    a) thorough physical examination; and
    b) complete medical history, including information on your family.
2. Subsequent visits should include:
    a) reference to written records;
    b) questions about other aspects of your life which affect your health, such as
        (i) family situation;
        (ii) work situation;
        (iii) emotional state; and
        (iv) sex life.
3. The doctor should at least periodically give you a general once-over, rather than just treating a particular symptom.

4. Visits should include a discussion of preventive medicine and doctor should advise you on proper eating habits; exercise patterns; and other living habits (like smoking).

E. Concern for avoiding unnecessary surgery or treatment.

1. There is a certain amount of danger inherent in all surgery. It has been determined (by the National Center for Health Statistics) that:

a. One out of every 200 patients undergoing an elective operation dies as a result.

b. One out of every 72 surgery patients dies from the surgery or complications.

2. Perhaps the most serious surgical risks are those associated with anesthesia.

3. Studies have indicated that often a surgical procedure is performed when a more conservative and less dangerous method of treatment could have produced the desired result.

4. The figures on unnecessary surgery are alarming.

a. According to the estimates of various experts, in 1975, 22 percent of the hysterectomies performed were not recommended. Therefore, of the 1,700 resulting deaths, 374 were totally avoidable.

b. Regarding tonsillectomies, there were 724,000 operations, with surgery not recommended in 70 percent of the cases. Of the 150 deaths, 105 were completely avoidable.

V HOW TO COMPLAIN

You can complain about your doctor if you believe (s)he has seriously wronged you or someone else.

A. The State will investigate the complaint only if it falls within its definition of "professional misconduct."

B. Contact the State for a definition of that term or to register a complaint. Write or call:

Office of Professional Medical Conduct
2 World Trade Center
New York City, New York 10047
Phone: 488-5677.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

HEALTH SERVICES

The following list gives some of the health services available in New York City. They are listed alphabetically according to the problem with which they deal. Whenever in doubt about where to go, call the Information Bureau of the Community Council of New York at 777-5000.

ABORTION

Bureau of Maternity Services and Family Planning
Department of Health, City of New York
125 Worth Street, N.Y.C. 566-7076

Provides information on family planning and abortion.

Clearing House for Abortion Appointments
Department of Health, City of New York
377 Broadway, N.Y.C. 233-3100

Provides information and referral on family planning, prenatal care, and abortion. Spanish-speaking aid available.

Family Planning Information Service of Planned Parenthood of New York City
300 Park Avenue South, N.Y.C. 677-3040

Gives information and referral for abortions. Will accept Medicaid for contraception and abortion. Fixed fee schedule, with payment arrangements.

ADOPTION

See FAMILY PLANNING

ALCOHOLISM

Alanon-Alateen Family Intergroup
200 Park Avenue South, N.Y.C. 254-7230
(M-F, 11-7)

Provides information and group therapy type of help for family and friends of alcoholics.

Alcoholics Anonymous
24 East 22nd Street, N.Y.C. GR3-6200

Provides information and referral for persons with drinking problems. Stresses alcoholism as a disease, not a crime. Spanish-speaking groups available.

National Council on Alcoholism, New York Affiliate
225 Park Avenue South, N.Y.C. 765-0990

Provides information and referrals, also literature.

ARTHRITIS

Arthritis Foundation, Inc., New York Chapter
221 Park Avenue South, N.Y.C. 677-5790

Provides information, guidance, and referral services to persons seeking medical treatment; physical and vocational rehabilitation; or help with problems caused by arthritis. Has funds to use for patient needs not covered by insurance plans.

BIRTH CONTROL

See FAMILY PLANNING

BIRTH DEFECTS

National Foundation-March of Dimes
The Greater New York Chapter
622 Third Avenue, N.Y.C. 682-6430

Provides information regarding treatment facilities for persons with birth defects. Conducts prenatal care information projects and health education activities for young people. Has films, filmstrips, and exhibits available for local use.

BLINDNESS

See EYE CARE

BLOOD

Greater New York Blood Program
Community Blood Council - American Red Cross
310 East 67th Street, N.Y.C. 794-3000

Acts as collection agency for blood voluntarily donated by individuals and groups. Supplies blood and its components to patients in all hospitals in the Greater New York area. Fees charged by the individual hospital. Voluntary donation of blood entitles person to any amount of blood needed for one year.

National Rare Blood Club
164 Fifth Avenue, N.Y.C. CH3-8037

Members donate rare blood to patients and hospitals.

CANCER

American Cancer Society, New York City Division

Bronx and Manhattan: 19 West 56th Street 586-8700
Brooklyn: 141 Livingston Street 237-7850
Staten Island: 100 New Door Plaza 987-8871

Gives information regarding clinics and hospitals for the treatment of cancer. Conducts lectures; shows films; and distributes literature. Professional programs are available for rehabilitation of cancer patients.

American Cancer Society
Queens Division
111-15 Queens Boulevard, Forest Hills BO3-2224

Provides information concerning cancer control facilities and related matters in Queens County.

The American Cancer Society usually requires referrals from a social worker. Provides homemaker services; transportation to hospital or doctor; dressings; equipment (such as wheelchairs); counseling; and rehabilitation (such as prosthetic devices).

Cancer Care, Inc., of the National Cancer
Foundation
1 Park Avenue, N.Y.C. OR9-5700

Provides casework and financial services to help families care for advanced cancer patients in the home.

CHILD HEALTH SERVICES

Bureau of Child Health
Department of Health, City of New York
125 Worth Street, N.Y.C. 566-7086

Maintains more than 50 child health care stations in all five boroughs which offer free preventive health services to children from birth up to age five. Provides immunization against diptheria, measles, polio, rubella, smallpox, tetanus, and whooping cough.

DEAF AND HARD OF HEARING

New York League for the Hard of Hearing
71 West 23rd Street, N.Y.C. 924-3230

Provides information and all services for persons with impaired hearing.

New York Society of the Deaf
344 East 14th Street, N.Y.C. 673-6500

Provides consultation, information, and referral for oral and sign-making totally deaf persons.

DIABETES

New York Diabetes Association, Inc.
104 East 40th Street, N.Y.C. OX7-7760

Provides educational, vocational, and social counseling and guidance for diabetics and their families. Maintains a camp for diabetic children.

DISEASES, GENERAL

Information Bureau
Community Council of Greater New York
225 Park Avenue, N.Y.C. 777-5000

Provides information about and makes referrals to health and welfare agencies.

DRUG ABUSE

Addiction Services Agency, City of New York
75 Worth Street, N.Y.C. 966-6701

Makes referrals to treatment programs.

Drug Abuse Services, State of New York
2 World Trade Center, N.Y.C. 488-3977

Provides treatment and rehabilitation of certified drug addicts.

EYE CARE

Fight for Sight
(Also known as the National Council to Combat Blindness.)
41 West 57th Street, N.Y.C. PL1-1118

Makes referrals for eye care, to physicians and clinics. Provides information on agencies offering counsel, rehabilitation; and welfare services to persons faced with loss of sight.

FAMILY PLANNING

Association for Voluntary Sterilization, Inc.
708 Third Avenue, N.Y.C. 986-3880

Conducts research, education, and service in voluntary sterilization for men and women as a method of family planning and to encourage a stable population. Offers literature on voluntary sterilization, and refers persons seeking sterilization to appropriate physicians, clinics, and hospitals.

Family Planning Information Service of Planned Parenthood of New York City, Inc.
300 Park Avenue South, N.Y.C. 677-3040

Telephone referral service gives information on abortion, adoption, birth control, infertility, pregnancy testing, and voluntary sterilization.

Human Resources Administration - Department of Social Services, City of New York
Family Planning Program
346 Broadway (6th Floor), N.Y.C. 433-5973

Provides information on the location of community-based free family planning and maternal services; pregnancy testing; and referrals for abortion.

Maternity and Infant Care - Family Planning Projects
Department of Health, City of New York
377 Broadway, N.Y.C. 233-3100

Provides information on location of free family planning and maternity clinics; free pregnancy testing.

HANDICAPPED

Information Bureau
Community Council of Greater New York
225 Park Avenue South, N.Y.C. 777-5000

Provides information about and makes referrals to rehabilitation services.

HEART DISEASE

New York Heart Association, Inc. and Heart Fund
2 East 64th Street, N.Y.C. 838-8800

Provides information on services available for the diagnosis and treatment of heart disease, as well as educational materials.

HOME CARE AND HOMEMAKER SERVICES

Information Bureau
Community Council of Greater New York
225 Park Avenue South, N.Y.C. 777-5000

Provides information about and referral to home care services including housekeeper, homemaker, home health aide, nursing care, attendant, and other services.

INFORMATION AND REFERRAL SERVICES

Information Bureau
Community Council of Greater New York
225 Park Avenue South, N.Y.C. 777-5000

LEAD POISONING

Bureau of Lead Poisoning Control
Department of Health, City of New York
377 Broadway, N.Y.C. 566-1735

Provides information and referral for testing for lead poisoning.

MATERNAL AND INFANT CARE

Bureau of Maternity Services and Family Planning
Department of Health, City of New York
125 Worth Street, N.Y.C. 566-7076

Provides information on prenatal care; family planning; obstetric and postpartum services; new-born and premature care.

Maternity and Infant Care - Family Planning Projects
Department of Health, City of New York
377 Broadway, N.Y.C. 966-3828

Provides information on free family planning and maternity clinics; free pregnancy testing; and abortions.

Birthcare 1011 First Avenue, N.Y.C.	260-2700

Provides information and referral for prenatal and postnatal care, and social services for mother and infant.

MENTAL HEALTH

Information and Referral Services Department of Mental Health and Mental Retardation Services, City of New York 93 Worth Street, N.Y.C.	566-5222

Provides information and referral to public and private mental health services.

NARCOTIC ADDICTION

See DRUG ABUSE

NURSING SERVICES

Bureau of Public Health Nursing Department of Health, City of New York 125 Worth Street, N.Y.C.	566-8130 (1)

Offers a variety of nursing services for homes, schools, clinics, and health centers.

Free Nurses Institute, Inc. 16 Court Street, Brooklyn	TR5-8776 or UL2-2567

Provides registered and practical nurses to the ill indigent in homes and hospitals. Also provides home physical therapy care throughout the state.

Nursing Sisters Home Visiting Service, Inc. 310 Prospect Park West, Brooklyn (Main Office)	965-7340

Offers part-time nursing and other professional health services, to people in Brooklyn and Nassau and Suffolk counties. Services are adaptable to needs of all age groups, diagnostic categories, and economic situations.

Visiting Nurse Association of Brooklyn, Inc. 138 South Oxford Street, Brooklyn	636-7570

Provides part-time nursing care in the home, including infant and maternity services. Sliding fee scale with some free services.

Visiting Nurse Association of Staten Island, Inc.
7 Rice Avenue, S.I. 442-8480

Provides home care nursing and other health services for Staten Island residents. Fee adjusted according to ability to pay. Also provides speech and physical therapy.

POISON CONTROL - OPEN 24 HOURS A DAY

Poison Control Center
Department of Health, City of New York
455 First Avenue, N.Y.C. 340-4494

Provides telephone information to the public on initial first aid treatment, and to physicians on the ingredients of commercial and pharmaceutical products involved in cases of poisoning.

RETARDATION

Association for the Help of Retarded Children
New York Chapter
200 Park Avenue South, N.Y.C. AL4-8203

Provides information regarding services available for mentally retarded persons (of all ages and degrees of retardation) and their families.

Information and Referral Services
Department of Mental Health and Mental Retardation,
City of New York
93 Worth Street, N.Y.C. 566-5222

Provides information on public and private mental health services.

Retarded Infants Services, Inc.
386 Park Avenue South, N.Y.C. 889-5464

Provides information and referral services for the families of retarded people (of all ages).

SUICIDE PREVENTION

Helpline Telephone Center - Dial-a-Shoulder -
OPEN 24 HOURS A DAY
1 West 29th Street, N.Y.C. 636-3061

Provides telephone service with trained interviewers available to talk to anyone with a personal crisis, and to make referrals.

Kings County Psychiatric Hospital - OPEN 24 HOURS A DAY
606 Winthrop Street, Brooklyn IN2-3322

Provides telephone service for anyone contemplating suicide. Sometimes no answer because interviewers are tied up with other calls.

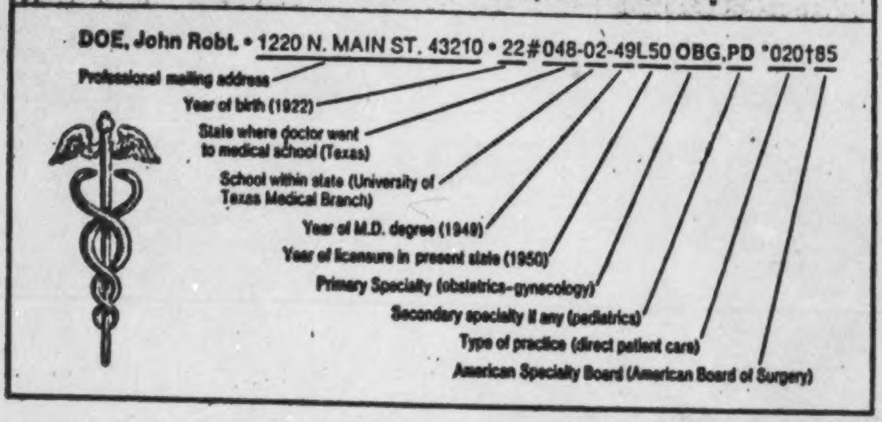
VENEREAL DISEASE

Division of Venereal Disease Control
Department of Health, City of New York
93 Worth Street, N.Y.C. 566-7685

Provides information on free clinics for testing and treatment; also lab services, lectures, and consultation.

4

How to Read Code in American Medical Directory


DOE, John Robt. • 1220 N. MAIN ST. 43210 • 22#048-02-49L50 OBG,PD *020†85
Professional mailing address
Year of birth (1922)
State where doctor went to medical school (Texas)
School within state (University of Texas Medical Branch)
Year of M.D. degree (1949)
Year of licensure in present state (1950)
Primary Specialty (obstetrics-gynecology)
Secondary specialty if any (pediatrics)
Type of practice (direct patient care)
American Specialty Board (American Board of Surgery)

The New York Times/Jan. 30, 1976

Some of a doctor's professional credentials can be learned from the American Medical Directory, published by the American Medical Association and available in many libraries. To look up a doctor, first find the volume that includes your state and then find your city, since doctors are listed alphabetically by city. The codes following the name of the individual doctor are explained on the first few pages of each volume.

What the Initials Mean

In addition to "M.D.," for Doctor of Medicine, a physician may list one or more of the following abbreviations after his name indicating that he has satisfied the professional requirements of a specialty college.

Fellowship in a specialty college does not necessarily mean that the doctor is a board-certified specialist, but it does note that he has received specialized training.

Following are the designations commonly used by American physicians:

FACAl—Fellow of American College of Allergists
FACA—Fellow of American College of Angiology (blood vessels)
FACAn—Fellow of American College of Anesthesiologists
FACC—Fellow of American College of Cardiology
FCCP—Fellow of American College of Chest Physicians
FACFP—Fellow of American College of Family Physicians
FACG—Fellow of American College of Gastroenterology
FACOG—Fellow of American College of Obstetricians and Gynecologists
FCAP—Fellow of College of American Pathologists
FACP—Fellow of American College of Physicians
FACPM—Fellow of American College of Preventive Medicine
FACR—Fellow of American College of Radiology
FACS—Fellow of American College of Surgeons
FICS—Qualified Fellow of International College of Surgeons
MACP—Master of American College of Physicians
FRAP—Fellow of Royal Academy of Physicians

A doctor whose medical practice has been incorporated for tax purposes must use the initials "P.C.," for professional corporation, after his name.

6

Audits Reducing Shortcomings of Hospitals

By JANE E. BRODY

Nearly half the nation's hospitals have begun systematically to review their surgical cases to improve the quality of patient care, detect incompetence and decrease the number of unnecessary operations.

The reviews are a part of a broadly conceived medical audit system within hospitals that is now required for accreditation by the health profession's Joint Commission on Accreditation of Hospitals. Failure to carry out an adequate audit has been a reason for loss of a hospital's accreditation since 1974. As a result, the rate at which hospitals have lost their accreditation has jumped from 2 to 8 percent a year.

The accreditation program, a voluntary system originally organized in 1918 by the American College of Surgeons to standardize institutions where surgeons received their training, is now a joint effort of the American Medical Association, the American Hospital Association, the American College of Physicians and the American College of Surgeons.

Service Now a Factor

Although initially the commission was concerned mainly with a hospital's physical facilities—fire exits, operating rooms, laboratories and the like—the emphasis in the last few years has turned to the quality of care in services provided by the hospitals. Measures to assure quality have long been among the commission's principles, but only in the last year have well-defined quality-control procedures become requirements for accreditation.

Accreditation is important because if a hospital is not accredited, many of the most qualified doctors will refuse to practice there and many of the major medical insurance companies will not honor claims for care. Moreover, more and more patients are now checking on a hospital's accreditation status.

The impetus for the joint commission's new requirements came largely from a series of malpractice cases that emphasized the failure of existing mechanisms to prevent gross negligence and incompetence hospitals.

In these cases, for the first time the hospitals, as well as the doctors involved, were held liable for patient injury on the ground that the hospitals had failed to protect patients by supervising the care delivered within their walls.

The first and most notorious case involved Dr. John G. Nork, a Sacramento, Calif. surgeon who admitted to performing — and often botching — at least 37 unnecessary back operations because he was addicted to drugs. According to the judge, who levied fines of $3.7 million against the doctor and Mercy Hospital, where he practiced, "Dr. Nork for nine years made a practice of performing unnecessary surgery, and performing it badly, simply to line his pockets."

Mercy Hospital was held responsible for failing to detect Dr. Nork's incompetence, particularly after two earlier malpractice judgments against him.

To help correct such failings, the joint commission developed its "quality assurance program," which includes requirements for regular and continuing audits of all physician-directed services within hospitals. Audits of surgical procedures by doctors in the hospital form a major part of the program. They are carried out in accordance with guidelines designed to identify doctors who are incompetent, careless or ignorant, and to detect excessive numbers of unnecessary operations or postoperative complications.

Five thousand of the nation's 7,200 hospitals are now accredited, and about 60 percent of those accredited are now doing proper audits, according to the commission.

Those involved in the program say that reports to the commission from various hospitals around the country have already shown that regular audits of surgical cases can significantly diminish the hazards of surgery by correcting long-standing problems that were not identified by previous procedures. Among the reports are the following examples of remediation:

¶A community hospital in Virginia audited the records of all hysterectomies done there in one year and found that in 31 percent of the cases there had been nothing wrong with the uteri that were removed. The hospital's department of obstetrics and gynecology then developed more precise criteria for performing hysterectomies. Another audit one year later found that the cases in which normal uteri were removed had dropped to 16.5 percent.

¶An unusual number of complications associated with Caesarean sections at one hospital was traced to the fact that the operations were often performed by general surgeons without an obstetrician present, a not uncommon practice in smaller hospitals around the country. The hospital decided that Caesarean sections should only be done there by obstetricians, who are generally better trained to recognize and treat maternal and neonatal difficulties.

¶At a Wisconsin hospital, an audit of appendectomies disclosed that one doctor had removed an unusually high percentage of normal appendices. The evaluation suggested that the doctor was improperly diagnosing appendicitis and he was ordered to attend an appropriate education program and to have a consulting surgeon examine his appendectomy patients before surgery.

¶At a large university hospital in the Middle West, an audit of gallbladder operations showed that one in 20 patients suffered from thrombophlebitis after surgery because intravenous needles inserted in the recovery room were being left in too long. At another hospital an unusually high incidence of urinary tract infections was traced to improper use of catheters after surgery. In both cases corrective procedures were instituted.

A Look Back

Before the advent of the audit procedure devised by the joint commission, "there was no systematic way of defining a problem within a hospital and finding out what caused it," said Charles M. Jacobs, a former director of the commission's quality review center. "Was the problem due to institutional error, physician sloppiness, patient noncompliance, or what?"

Neither was there a defined way of evaluating a physician's performance to determine what privileges he should be granted at a hospital, Mr. Jacobs continued. "There was no method that monitored a physician's performance over time. All previous mechanisms — licensing, board certification — were one-time things that did not guarantee a physician was competent or remained competent to do particular procedures."

The accreditation status of any hospital can be determined by telephoning the joint commission's Office of Public Information at 312-642-6061 or by writing to it at 875 North Michigan Avenue, Chicago, Ill., 60611.

How to Report a Doctor

To report a doctor who may be unfit to practice medicine, complaints should be sent to the following state licensing agencies:

NEW YORK: Board for Professional Medical Conduct, State Department of Health, 2 World Trade Center, New York, N. Y. 10048.

The State Health Department also maintains regional offices in Albany, Buffalo, Rochester, Syracuse and White Plains.

NEW JERSEY: State Board of Medical Examiners, 28 West State Street, Room 914, Trenton, N. J. 08625.

CONNECTICUT: State Commissioner of Health, 79 Elm Street, Hartford, Conn. 06115.

Although medical societies have no power over a doctor's right to practice, some do conduct investigations and relay serious cases to state authorities. Complaints regarding fees, or other matters that do not call into question a doctor's fitness to practice, are usually handled by a county medical society's grievance committee. More serious cases are handled by a society's board of censors.

Complaints in the metropolitan New York area can be sent to the following:

Medical Society of the **COUNTY OF NEW YORK** (Manhattan), 40 West 57th Street, New York, N. Y. 10019.

Medical Society of the **COUNTY OF KINGS**, 1313 Bedford Avenue, Brooklyn, N. Y. 11216.

Medical Society of the **COUNTY OF QUEENS**, Queens Boulevard, Forest Hills, Queens, N.Y. 11375.

BRONX COUNTY Medical Society, 2455 Sedgwick Avenue, Bronx, N. Y. 10468.

RICHMOND COUNTY Medical Society, 37 New Dorp Lane, Staten Island, N. Y. 10306.

Medical Society of **NASSAU COUNTY**, 1200 Stewart Avenue, Garden City, L. I. 11530.

SUFFOLK COUNTY Medical Society, 850 Veterans Memorial Highway, Hauppauge, L. I. 11787.

WESTCHESTER COUNTY Medical Society, Purchase, N.Y. 10577.

To help doctors who may be drug addicts, alcoholics or mentally ill, the New York State Medical Society has established a "sick physicians committee" that investigates reported doctors and, if appropriate, attempts to get the sick physician into treatment. To report a sick doctor, call the medical society at (516) 488-6100.

18. Drugs: Prescription and Over-the-Counter

Substance

This lesson describes the consequences of unwise drug purchasing and use: danger to health and extra expenditure of money. Explained are the benefits and dangers of prescription drugs and the cost-saving generic alternative. Special focus is also put on the issue of the uselessness and possible harmfulness of some over-the-counter drugs.

Teaching Method

We distributed the outline in advance and discussed it in class. The topic can be connected to Market Surveys (lesson 6) and Choosing and Working With Your Doctor (lesson 17).

Explanation

Because it relates to both health and expenses, this is a very important topic. It is of particular interest to the elderly, who purchase a large percentage of all drugs sold.

Problems

Changing drug buying habits is a difficult undertaking. One problem is that people are not accustomed to asking doctors for generic prescriptions. Another problem is the sometimes extreme devotion of people to over-the-counter drugs. A dramatic presentation of this topic is necessary if such habits are to be abandoned.

Another problem is that the federal agencies in this field do not protect people adequately and should not be relied upon to do so. In fact, the FDA is reconsidering its whole system of drug approvals as of this writing. Therefore extreme consumer vigilance is necessary in this area.

Other Possibilities

A trainee, a teacher of an adult language skills class, prepared a lesson on drugs designed to teach basic mathematics. The lesson plan can be used where appropriate as a teaching device.

Materials

a.) Outline
b.) Math Problems

Bibliography

a.) Guide to Consumer Services, Consumers Union, Mt. Vernon, NY 1977

b.) J. Graedon, The People's Pharmacy, St. Martin's Press, New York 1976

c.) R. Bureck M.D. with Fred J. Fox M.D. The New Handbook of Prescription Drugs, Ballantine Books, New York 1976

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

DRUGS: PRESCRIPTION AND OVER-THE-COUNTER

I IN GENERAL

A. Medication is a consumer item which almost everyone purchases sometimes and which many people buy regularly, but which few people know how to shop for or to use wisely. Whatever medicine you may need, a little care can save money and protect your health.

B. There are two kinds of drugs sold in pharmacies or drugstores: prescription drugs which can be bought only on the written order of a physician or dentist and over-the-counter drugs which can be bought by anyone. There are hundreds of thousands of over-the-counter drugs, ranging from aspirin to laxatives to nasal sprays.

C. Prices vary widely from neighborhood to neighborhood and from store to store. It is important to comparative shop for the lowest price, particularly if you buy medicines frequently.

D. All drugs are potentially dangerous. Protect your own health -- don't rely on druggists' or friends' advice.

1. Know what effects the drug is supposed to cause. For prescription drugs, ask the prescribing doctor. For over-the-counter drugs, read the label carefully. Many drugs still on the market are now thought to be ineffective and possibly unsafe.
2. Be alert to the danger of harmful side effects.

(a) Every drug has the potential to cause some unwanted side effects. Symptoms such as nausea, pain, drowsiness, and impaired vision or hearing indicate that the drug may be acting adversely. If they occur, call your doctor for advice.

(b) The more powerful the drug the greater the potential for an adverse reaction.

(c) Individuals react differently to drugs. Just because someone else had no side effects from a drug does not mean that you won't have any.

3. Be careful about using several drugs simultaneously.

(a) Each medicine you take can change the effect of any other drug you are taking. This can cause dangerous, even fatal reactions. (For example, aspirin increases the blood-thinning effect of medication prescribed for patients with heart disease. Therefore, a person who has been taking such a medicine risks hemorrhages if (s)he uses aspirin to relieve headaches.)

(b) Before using any combination of drugs together, it is important to talk to your doctor and follow his/her advice.

4. Drinking alcohol while taking medicine may cause problems.

(a) Alcohol may increase the effect of a drug.

(b) Or, it may interact negatively. For example, antihistamines (such as allergy medicine and cold drugs) interact with alcohol to produce drowsiness.

(c) In some cases it can be dangerous. Always ask your doctor whether it is all right to drink while taking prescribed medicine.

II PRESCRIPTION DRUGS

There are a number of major consumer problems centered on the purchase of prescription drugs.

A. Questions to Ask the Prescribing Doctor About Your Prescription. By asking the right questions when a drug is prescribed, you can do a great deal to protect your own health. Ask:

1. What is your diagnosis and how was it arrived at? In making a diagnosis, the doctor should take into account your medical history, the results of a physical examination and any diagnostic tests or procedures that may be useful.
2. What is the name of the drug prescribed?
3. What is it supposed to do for the diagnosed condition?
4. What are possible side effects?

(a) Which ones should you be expected to notice, and which ones should you report to your doctor?

(b) Has the doctor asked about adverse reactions you have had to the same or a similar drug and about conditions you might have for which the drug is unsafe?

5. How should the drug be taken?

    (a) How often?
    (b) At what time of day?
    (c) For how many days?

6. Can the prescription be refilled and under what circumstances should it be?

7. What precautions should be observed while taking it? Should you avoid:

    (a) Certain foods?
    (b) Liquor?
    (c) Certain activities (such as driving)?
    (d) Other medications?

8. How long should you wait before reporting to the doctor if there are no changes in your symptoms?

B. Faulty Prescriptions.

1. A recent study (done by the New York Times in 1976) showed that every year 30,000 Americans take the drugs their doctors have prescribed for them and die as a result. Many more people suffer permanent side effects.

2. This happens because:

    (a) The doctor gave a wrong drug or dosage.
    (b) The pharmacist made an error.
    (c) An unpredictable severe reaction took place.

C. Your Role in Protecting Yourself.

1. Once a drug has been properly prescribed, you should take seriously the obligation to take it.

    (a) A study of out-patients at the University of Rochester School of Medicine found that 51 percent of patients never took the drugs that were prescribed for them.

(b) Failure to take drugs as prescribed is most common for chronic conditions, such as high blood pressure or high cholesterol level, where the effects produced by the drug may feel worse than those caused by the disease. Yet the drug may be needed to help prevent sudden, severe consequences of the chronic condition, such as a heart attack or a stroke.

2. Report any unpredicted or severe side effects immediately to the prescribing doctor.

3. Do not take drugs that were prescribed for some previous illness or for someone else, without first checking with your physician.

4. Throw out drugs when you are finished with them so you are not tempted to use them when they are not prescribed.

D. Generic versus brand-named drugs.

1. Each drug has a generic or scientific name which has been approved by the Food and Drug Administration (FDA). All drugs which are chemically equivalent have the same generic name, regardless of the manufacturer. These generic names are frequently tongue-twisters, and manufacturers often give the drug their own brand name which no other company may use. Brand names are usually shorter, catchier, and more easily remembered than the longer scientific names. For example, "Darvon" is the brand name for "propoxyphene HCl."

2. A drug sold by its brand name usually costs substantially more than the same drug sold under its generic name.

3. In almost all (but not all) cases, the brand name and generic version of a drug are identical. Thus, consumers gain nothing by buying brand names.

4. Physicians usually prescribe by brand name drugs because:

(a) They cannot be familiar with all prescription drugs -- there are more than 1200 of them.

(b) They are more familiar with the brand names. Pharmaceutical companies spend $5,000 per physician annually to accomplish this.

(c) They do not know the prices of the drugs they prescribe, because reference books for physicians include no information on that point.

(d) Some of them mistakenly believe the brand name versions to be better.

5. The Law.

(a) New York Law (Section 6816 of Education Law) currently forbids pharmacists from substituting generic equivalents when brand name drugs are prescribed. Hospitals, however, are allowed to substitute and frequently do.

(b) But, New York consumer groups are presently lobbying for generic substitution (to allow pharmacists to substitute) and for generic prescribing (to require physicians to prescribe by generic name) bills. Thus, the law may soon be changed.

6. Until the law is changed, you should ask a physician who is writing a prescription for you to use the generic name, if (s)he believes it to be identical to the brand name version.

E. Cost.

1. Prices of prescription drugs vary enormously, as a number of New York City consumer surveys have demonstrated. In low-income neighborhoods the prices are often highest. The high cost in some neighborhoods or at certain stores has its worst effects on the poor and on the elderly (who spend three times more on prescription drugs than do consumers under 65 years of age).

2. One cause of high prices was a state law in effect until 1976, forbidding pharmacists to advertise the prices of prescription drugs. This law has been declared unconstitutional by the U.S. Supreme Court and now pharmacies can advertise prices.

3. Pharmacists can quote prices over the telephone (there are no legal or ethical prohibitions on doing so), but many are unwilling to do so.

4. New York (Section 6826 of Education Law) does require all pharmacists to post, in a conspicuous place, a poster carrying its current price for 150 commonly prescribed drugs. The poster is about two feet by three feet with black lettering on a yellow background.

(a) According to consumer studies, this price posting law does not work well.

(1) The poster itself is difficult to read.

(2) Pharmacists are lax about compliance. Prices posted are often illegible and/or out-or-date. They often put the poster in an inaccessible place.

(3) State enforcement of the requirement is almost non-existent.

(b) Price posting is by its nature an ineffective inducement for price competition because it requires the consumer to walk from store to store comparing prices. This is obviously not feasible for the elderly, the very sick, or those with small children -- the major purchasers of prescription drugs.

III OVER-THE-COUNTER DRUGS

A. Safety and Effectiveness.

1. There are currently more than 100,000 over-the-counter drugs available in the U.S., although there are only 2500 active ingredients. That is because any company, pharmacy, or supermarket can put whatever name it wishes on any product containing any combination of the 2500 ingredients.
2. Many over-the-counter drugs are worthless. That is, they do nothing to correct the symptom which they are designed to relieve.
3. Critics charge that the drug industry makes the public think that there is a drug for every possible discomfort and that the automatic answer to any unpleasantness should be to reach

for a pill bottle. The drug industry replies that it is merely responding to consumer wishes.

4. Drugs now on the market cannot be presumed to be safe. The U. S. government has not tested these drugs for safety. Instead, it has relied upon the drug manufacturers to do such testing. Only now -- after nearly 200,000 drugs have been made and offered for sale to the public -- is it checking on the safety and effectiveness of drugs on the market.

(a) In 1962 the U. S. Food and Drug Administration was ordered to make sure that all drugs marketed in the United States are both safe and effective.

(b) For the next ten years the FDA focused on prescription drugs, but in 1972 the agency took up the problem of over-the-counter drugs. It is currently reviewing the safety and effectiveness of many of the more common over-the-counter drugs. Preliminary findings indicate that many drugs sold as cough and cold remedies; sedatives; and stimulants are either worthless or unsafe.

(c) The FDA has taken some action against specific products. For example, in 1974 it mandated new labels for all antacids to cut out false claims and to include new warnings.

5. The Federal Trade Commission (FTC) has also begun reviewing advertising claims of over-the-counter drug manufacturers and cracking down on false claims. An example is Listerine, which is no longer permitted to claim, falsely, that it kills cold germs.

B. Dangers.

1. Over-the-counter drugs that are safe in the dosage recommended on the label may be extremely dangerous in large overdoses.

2. Drugs (over-the-counter or prescription) can also be dangerous when taken in combination.

C. Read the label carefully before buying an over-the-counter drug to make sure the drug is the right one for the symptoms you have and is not dangerous for you. Every label should include:

1. Name, quantity, and active ingredients of the drug,

2. Directions.

   (a) An indication of the symptom to be treated.

   (b) Dosage information: amount, frequency, limitation.

3. Warnings.

   (a) Many over-the-counter medicines should not be used by people with certain health problems, and labels frequently contain a warning.

   For example:

   > CAUTION: Should not be taken by persons with high blood pressure unless directed by a doctor.

   (b) Labels also tell you about side effects or unwanted reactions which may occur. For example, some medicines may make you sleepy, and the label will tell you not to drive or operate machinery while taking the drug.

D. To protect yourself, never use an over-the-counter drug on a regular basis or in large quantitied, except on a doctor's advice.

It was a particularly difficult winter for Mrs. Johnson. On January first she lost her job. On January 15th she discovered she needed oral surgery. On February 1st her daughter, Thelma, fell from her bicycle and broke her leg. In addition to medical costs Mrs. Johnson had to pay for drugs for herself and her daughter. The following three problems describe the experiences she had. Read each problem. Do the arithmetic. Consider possible ways some of the problems consumers face when purchasing drugs can be solved.

1. Mrs. Johnson's doctor gave her a prescription for Darvon to relieve post-operative pain. She filled the prescription at Citomar Pharmacy as soon as she left the doctor's office. It was conveniently located in the same building as his office. She paid $4.95 for 20 capsules. If the pharmacy paid $1.42 for 20 capsules, how much more than the wholesale price did Mrs. Johnson pay? If the wholesale for Darvon ($7.10 per 100 tablets) is 400% above the wholesale price of proposyphene HCl (Darvon's generic equivalent), how much is the wholesale price of propoxyphene HCl?

2. When Mrs. Johnson's daughter broke her leg, she needed a pain killer for four (4) days after the bone was set. Mrs. Johnson had used eight (8) of the 20 Darvon capsules she had bought for herself. If Thelma took 4 capsules a day, how many more capsules were needed to supply her with four days of medication?

3. Mrs. Johnson got a new prescription for Darvon from her doctor. This prescription also called for 20 capsules. She had the prescription filled near her home at Drug Loft. This time she paid $2.95. What is the difference between the price she paid at Citomar and the price she paid at Drug Loft?

19. How To Buy A Used Car

Substance

This lesson is designed to give advice about purchasing used cars and to explain the relevant laws. It instructs people how to spot and avoid common frauds perpetrated by used car salesmen and how to make a reasonable decision about a major, expensive purchase.

Teaching Methods

Since we did not know much about cars, we asked an expert to lecture on good buying advice, and to describe the tricks used by dealers to make lemons look good.

Explanation

This is a very important topic in communities where the used car market is substantial.

Problems

Our guest speaker had taught a course on car repair, and so not only knew the subject but also knew how to communicate it. Finding a qualified speaker with teaching ability is difficult. It requires at least talking with the prospective speakers, to see if they can explain the subject to you.

Materials

Consumers Union, "How To Buy A Used Car" (booklet)

Bibliography

a.) Nader, Dodge & Hotchkiss, What To Do With Your Bad Car, Bantam Books, New York 1971.

b.) Consumer Reports (annual auto issue)

c.) Federal Trade Commission Report On the Used Motor Vehicle Industry

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group
South Brooklyn Legal Services

AID FOR CAR BUYERS

Automobile buyers can check free whether the car one is about to buy is the subject of a recall by the manufacturer because of a safety-related defect. Write with the vehicle identification number to the Office of Consumer Services (N-40-41), National Highway Traffic Safety Administration, 400 Seventh Street, S.W., Washington, D.C. 20590. Or telephone 800/424-9393.

The agency has estabilished a computerized listing of vehicles subject to recall since January 1, 1974, still listed as "uncorrected" in the maker's records.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-3500

joint project of:
ew York Law School
ew York Public Interest Research Group
uth Brooklyn Legal Services

MOTORISTS BILL OF RIGHTS
under the New York State
REPAIR SHOP REGISTRATION ACT

The New York State Repair Shop Registration Act took effect November 1, 1975. This note briefly sketches the rights you, as a consumer, have under this act.

Registered shops can be identified by signs displayed outside their facilities. Signs inside their facilities will provide information you, as a consumer, need to know.

*ESTIMATES - You are entitled to a written estimate of the parts and labor necessary for each specific repair, but you must ask for it. A reasonable fee may be charged. READ YOUR ESTIMATE CAREFULLY! You cannot be charged more than the estimate price unless you have given your permission.

*CHARGES FOR ESTIMATES - When you request an estimate for repairs, the shop may charge no more than their usual labor charge calculated by clock hours or $1.00, whichever is greater. If a teardown is necessary, the estimate must include the cost of the teardown and reassembly.

*LABOR - The written estimate must indicate the hourly labor charge and how it is computed. The shop must post the hourly charge or how it is computed.

*PARTS - When replacement parts are not new, this fact and their true condition must be indicated in writing. You are entitled to the return of replaced parts, excluding warranty and exchange parts, only if you ask for them in wiring before any work is done on your vehicle.

*AUTHORIZED WORK (WORK ORDER) - A repair shop shall not perform any services not authorized by you. If a repair shop prepares a written work order it must give you a copy of the work order. If a written work order is prepared by you, such work order shall be attached to the invoice. If you give an oral work order it must be noted on the invoice and must include the date, time and manner of authorization and by whom such authorization was given.

*PAYMENT - When the work has been completed, you must be given a detailed invoice of work done and parts supplied. You should read this carefully, compare it with your estimate, and try to straighten out any misunderstanding before payment.

*GUARANTEES - Repair shops are not required by law to guarantee their work. However, if a shop voluntarily guarantees its work on your vehicle, it must list the terms and time limit of such guarantee on the "invoice" given to you when the work is complete.

SUBCONTRACTING - A repair shop that subcontracts work to another shop is still responsbile for that work.

*COMPLAINTS - You should first try to straighten out any misunderstanding with the manager of the repair shop. If the matter cannot be resolved, you may lodge a consumer complaint against a repair shop with the Division of Vehicle Safety of the Department of Motor Vehicles. Your complaint will be accepted for review up to 90 days or 3,000 vehicle miles after the completion of the repairs, whichever comes first. Complaints may be submitted in writing on Repair Shop Complaint Form VS-35 which is available at all local motor vehicle issuing offices or by phoning Albany (518) 474-8943. Complaints will be investigated by the Department.

For further information, get the pamphlet, "The Motor Vehicle Repair Shop Act and You" at your local motor vehicle issuing office, or write:

Department of Motor Vehicles
Division of Vehicle Safety
Empire State Plaza
Albany, New York 12228

20. Repair Frauds

Substance

The purpose of this lesson is to relate the ways consumers can protect themselves when dealing with repairers.

Teaching Method

Distribute to the class a facsimile of a blank repair shop receipt (see form). Discuss what information the trainees would like on the receipt when they bring their television to the shop for repairs. As each item of information is volunteered, write it down on the blackboard and ask the trainees to write it on their receipt. The next form after the receipt is the estimate for repairs (see form 2). Follow the same procedure for this form and you will have succeeded in producing from the class virtually all of the relevant information consumers should insist upon. After finishing the discussion, hand out an information sheet listing in simple outline form all of the facts that you have discussed (see form 3). This is valuable as quick future reference for the trainees. Since you are dealing with trainees who will start consumer education classes of their own, another valuable form is a list of suggested activities that the trainees, as teachers, can use to explore the topic further (see form 4). Lastly, include a list of laws and government agencies relevant to the topic (see form 5).

Explanation

Repair fraud is a widespread consumer abuse. The lesson joins the applicable law to the general good habit of insisting on promises and details in writing.

Problems

For this topic, you must investigate your local law. If your community has no similar law, you can teach this topic emphasizing the preventive buying tips.

Materials

Forms

(Add other relevant
information and
conform to DCA
Rule 26)

FIX-RITE REPAIRS
127 West 15 Street
New York, N.Y. 10015

DATE:

Received from Carl Consumer

Sony TV
18" color

for estimate of repairs

Subtotal	
Tax	
Total	

BE A WISE CONSUMER - AVOID BEING A VICTIM OF UNSCRUPULOUS REPAIRMEN

(1) Know who you're dealing with

(2) Ask for a receipt for articles removed from the home
  a. exact name of business if a corporation-name of owner if otherwise
  b. exact address
  c. name and signature of person removing article
  d. description of article being removed with as many identifying features (make, model, serial no.) as possible
  e. statement of charges for giving estimate, pick-up and delivery and any other charges

(3) Get a written estimate of work to be done
  a. list of parts to be replaced
  b. cost of each part
  c. description of labor required and cost
  d. statement of additional charges if any
  e. promised date of completion
  f. form statement that final cost will not exceed the estimate by 20%

(4) Make it known that you want no work begun without your authorization (Law requires repairman to secure written authorization from consumer to repair at the Written Estimate price before commencing repairs)

Exemption: Written estimate and authorization may be replaced by oral agreement when time and distance make it impractical. Oral agreement to go ahead with repair may be reached by repairman and consumer and is valid if repairman mails copy of written estimate before beginning repairs.

(5) Get a final bill
  a. itemization of each part put in, including description by make, model or serial number
  b. the charge for each part
  c. the cost of labor
  d. statement of additional charges

(6) Ask for all parts back

(7) Make it known that you expect the work completed on the date specified and that you want to be notified if there will be a delay.

A REPAIRMAN MAY NOT CHARGE A PRICE WHICH IS MORE THAN 20% ABOVE THE WRITTEN ESTIMATE (excluding tax)

Suggested Activities

1. Have students locate a local repairman that they have never used. Have students speak to neighbors to find out about the reliability and quality of the work performed. Ask students to give either oral or written reports of their findings.

2. Compose a checklist of characteristics of good repairperson. Use this list to rate repairmen students use. Use the list to make inquiries from neighbors about an unknown place.

3. Role-playing situations
    a. Call us a TV repairman and make an appointment for him to come to the house.
    b. dialogue between a repairman and a consumer when the repairman says he has to take the TV to the shop
    c. dialogue between the repairman and the consumer when the consumer is not satisfied with the sketchiness of the receipt (estimate or bill)
    d. consumer gets a call from the repairman saying what it will cost to repair the TV

4. Write a letter to the Department of Consumer Affairs to inquire about whether or not complaints have been made about a local repair shop.

5. Write a receipt for a TV which has to be taken from the home to the shop. (List items which must be included)

6. Write an estimate for repair of a TV (list items which students should look for)

7. Have students bring in repair estimates and bills. Examine them for details which should be included.

8. Have students calculate 20% of an amount. Figure out how much a bill would be if it's 20% above the estimate.

Vocabulary

repair
receipt
authorization
make
serial number
model
Co. INC. Ltd.
estimate

1. Obtain a copy of Consumer Protection Law Regulation 26
   Department of Consumer Affairs
   80 Lafayette Street
   New York, New York 10013

2. Obtain copy of pamphlet, "The Motor Vehicle Repair Shop Act and You"
   Department of Motor Vehicles
   Division of Vehicle Safety
   Empire State Plaza
   Albany, New York 12228

3. Call 566-5360 for questions concerning whether or not a repair shop is licensed (License Issuance Division).

4. Write to Department of Consumer Affairs
   80 Lafayette Street
   New York, New York 10013
   if you have questions about whether or not complaints have been filed about a repair shop. The only information they will give is the number of the complaints that have been filed not the nature of the complaint.

21. Funerals

Substance

This lesson explains how to choose funeral services wisely and what legal rights exist to enforce honesty in the funeral profession. As in other consumer areas, there is a need to comparative shop and make careful decisions when selecting an appropriate funeral. The lesson includes the reasons why people have trouble making a wise selection of services, and what funeral/cremation alternatives exist. Explained are relevant state laws and the proposed Federal Trade Commission rule.

Teaching Method

The teaching method for this lesson (which was prepared by a trainee) involves small group discussions of two fact patterns which need endings. Divide the class into two groups and assign one story to each group. Give the groups 10 or 15 minutes to read and discuss the stories. Then read aloud the first fact pattern and discuss it, especially in light of the questions at the bottom of the page. Repeat this process for the second story. Next lead a discussion of the fact sheet (without the vocabulary list, unless relevant). Add a discussion of applicable state law and the proposed FTC rule.

Explanation

Funeral services are the third largest consumer purchase for most people (after a home and a car). Few people comparative shop or think clearly about this purchase. There is a real need to pre-plan and consider alternatives before being overtaken by emotion.

Problems

This topic tends to make people nervous, but it is too important to ignore.

Other Possibilities

Discussion with a representative of a local memorial society.

Materials

Two stories

Bibliography

a.) FTC Staff Report and FTC Hearing Officer's report on Funeral Practices b.) New York Public Interest Research Group booklet "A Death in the Family...A guide to the Cost of Dying in New York City, Nassau and Suffolk" (similar ones available for Binghamton and Onondaga County).

c.) E. Morgan, A Manual of Death Education and Simple Burial, Celo Press 1973 (write to Celo Press, Route 5, Burnsville, N.C. 28714)

d.) Consumer Reports, Funerals: Consumers' Last Rights, Consumers Union Mt. Vernon, N.Y. 1977

TWO SISTERS

Rosa and Mercedes Garcia are sisters. Their father who is 82 is dying in St. Luke's Hospital. He has a heart condition with many complications. Rosa wants to prepare for her father's death by making funeral arrangements now. Mercedes thinks this is terrible and cannot face her father's death. Rosa insists on Mercedes going with her to the DelA Cruz Funeral Home near the hospital. She knows nothing about its reputation. Mr. Jimenez, the director, invites the two woneninto his office. It is a nice, cozy room with dim lighting. He is very sympathetic. He consoles Mercedes about her problem and tells Mercedes that she is actually helping her father by planning ahead. Rosa keeps insisting that they stick to businees and discuss the casket and funeral service. Mercedes keeps shouting that she wants only the best for her father and that her sister is cruel and inconsiderate. Mr. Jimenez is in the middle, but takes advantage of the situation and shows the two sisters some caskets "fit for a King." Rosa is very cost-conscious. Mercedes doesn't care even though they do not have very much money.

Discuss possible endings for this story.

Suggestions:

Mercedes and Rosa cannot reach a decision so they leave the funeral home.

Rosa agrees with the funeral director that an expensive coffin is better and nicer.

Rosa decides to go to another funeral home to compare prices. Mercedes returns to the hospital to see her father.

Rosa and Mercedes have an argument and both decide to forget the whole thing.

If you were Rosa or Mercedes, what questions would you have asked the funeral director?

How would you handle the payments?

Is it all right to "shop around" for a funeral?

Is the funeral director obligated by law to inform customers of certain facts? What are they?

JOSEPH'S DILEMMA

Joseph M. is the only son and only child of Mary M. His father died when he was six years old. Mary M. became ill last year and was told she had cancer and had only six months to live. Joseph was very upset and spent almost all of his time trying to make his mother's last days comfortable. He even took a leave of absence from his job as a shipping clerk so he could be close to her. When she died last April, he was inconsolable. He had no close relatives to help him and didn't ask any friends to be of assistance. He tried to arrange a proper fúneral for his mother.

Joseph went to the Seaside Memorial Home because it was close to his apartment. He told Mr. Smith, the director, his problem. Mr. Smith talked to him about his grief and then took him to the display room to see the different caskets. All the caskets cost $500.00 and up, some even costing $1500. Joseph told Mr. Smith he couldn't afford $500. He had been out of a job for the past few months. Mr. Smith was very understanding, but he asked Joseph if he really wanted his beloved mother to be buried in a plain pine box. How could an only child treat his mother in so shameful a way? "What will your friends say? Your mother was a fine woman who deserves a fine funeral." Joseph left the display room and walked back to Mr. Smith's office. Mr. Smith put his hand on Joseph's shoulder and told him not to despair. There are loans available. Joseph was confused and upset. When Mr. Smith discussed the additional charges, Joseph held his head--$1800! What was he to do?

Discuss a possible ending for this story?

What steps could Joseph have taken when he found out his mother was ill?

What was the attitude of the funeral director?

Have you ever arranged a funeral? What did you do? Did you make any mistakes? What would you do differently?

Are you aware of your rights as a consumer with regard to funerals?

B MASS

FACT SHEET

1. Agencies involved with the funeral industry.

Bureau of Funeral Directing NYS Department of Health Albany, N.Y.	licenses for 2 year periods
Federal TradeCommission N.Y., N.Y.	legislative investigative work
Continental Association of Funeral and Memorial Societies 1828 L Street NW Washington, D.C. 20036	one time membership fee non-profit predetermined package fixed cost
Department of Social Servcies Burial Assets Unit Mrs. Zaher	If deceased has no assets and funeral does not cost over $600. S.S. will pay $250. Does not cover relig. service, grave opening, etc. Social Security provides additional $250.
Veterans Administration	if deceased was a veteran

2. Average funeral cost ascertained by FTC

Funeral Service	$1137.
Vault-receptacle	136.
Death notice	20.
Clergyman	15.
Transcripts-death certs.	5.
Flowers	25.
Organist	15.
Gravesite	160.
Opening and Closing of Grave	150.
Monument	178.
Sales Tax	45.
	$1886.

3. "Cutting the garment to fit the cloth" Rich very often subsidize the funerals of the poor. Most of the difference in funerals is in the casket cost.

4. Definite lack of competitive information regarding funerals.

5. There are a variety of choices available regarding funeral arrangements. Information is available but must be aggressively sought by consumer. It is consumer's right to get prices.

6. It is possible to obtain an inexpensive funeral. Most people consider price last in times of grief. It is legal obligation of funeral home to provide an itemized bill of all services provided. You do not have to take the home's word.

7. Deal with a reputable mortician.

8. Try not to arrange a funeral service alone. You are usually too upset to think clearly.

9. There are many misconceptions about legal requirements.
   e.g. embalming
         caskets in cremation cases
         burial vaults.
   Do not be misled.

10. The consumer has a choice. Pre-arrangement may eliminate many of the pitfalls.

Recommended reading:

Manual of Death Education and Simple Burial, Ernest Morgan
Celo Press, Burnsville, N.C. 28714
$1.50

Before Death Occurs-------
Bureau of Funeral Directing
NYS Department of Health
Tower Building
Empire State Plaza
Albany, N.Y. 12237

free pamphlet

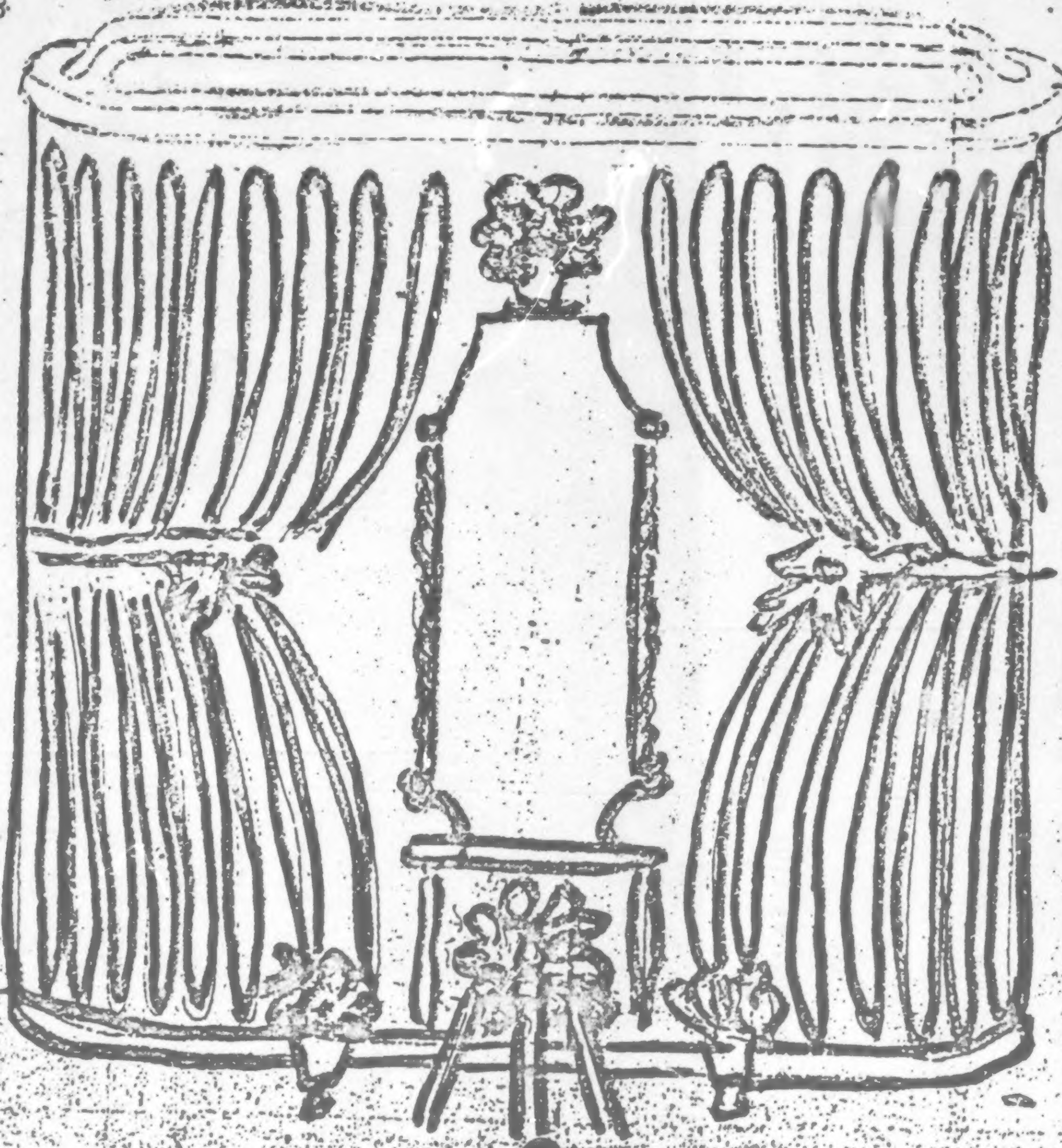
VOCABULARY

burial
cremation
embalming
donor (organ)
casket
memorial society
grave
perpetual (care)
cemetery
(death) certificate
clergyman
limosine
monument

grief
inconsolable
distressed

Cost of
Caskets

Case 1 -	$5739.29
Case 2 -	1997.59
Case 3 -	3.93



22. Food Cooperatives

Substance

This lesson introduces the idea of food cooperatives, explains how to organize one, and mentions legal requirements. The outline emphasizes that running a food cooperative is primarily a matter of organization and discipline.

Teaching Method

Distribute the outline in advance then discuss it at class. Ask the trainees for their experiences.

Explanation

Even though there are no legal problems associated with food cooperatives (other than the food stamp issue), food cooperatives, whether small or large, require a certain expertise and much discipline. The expertise involves the ability to recognize top quality, low price produce, meats, etc. The other tasks, including taking orders and money and dividing and distributing the food, are primarily matters of discipline. The whole task is not "easy," but is definitely manageable by a well-functioning group.

A good idea when presenting this topic is to tie in to other cooperative efforts, such as credit unions and car pools.

Problems

Trainees may not be interested in this activity. If this is the case, the topic should be dropped.

Other Possibilities

You may wish to split the class into two or three groups and have them write bylaws and a complete system for a cooperative (i.e., before looking at the outline).

Also, you can visit a local co-op, preferably on meeting and/or food distribution day.

Materials

a.) Outline

b.) Sample price list/order forms (from local co-ops if possible; if not, reproduce ones from books)

Bibliography

a.) Tony Vellela, Food Co-ops for Small Groups

b.) The Food Co-op Handbook, Houghton Mifflin Co., New York 1975

c.) Newspaper and periodical articles on the subject.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc.
Brooklyn Legal Services Corporation B

FOOD COOPERATIVES

I. WHAT IS A FOOD CO-OP?

A. Definition

A food co-operative is an organization of people who join together to share the cost and work of operating a market for the benefit of the members. The object of the co-op is to offer the best food and service at the lowest possible price.

B. Why Organize a Co-op?

A food co-op could be the answer to the problem of the constantly increasing cost of food. A co-op can serve as a means of obtaining many food items at a lower cost than they would ordinarily be purchased by the individual. The co-op buys food items in bulk, at wholesale prices, and then distributes the desired amounts to the co-op's members at that wholesale price.

A co-op can be formed with very few people as long as quantity or bulk amounts are ordered. Each family or individual orders certain amounts of various foods, and these orders are totalled together and one large order is purchased.

As the word co-op implies, cooperation is the essential element of a successful operation. Each member or family unit will have certain duties which must be performed, and without the total cooperation and communication of all the members, the co-op will not run smoothly and successfully.

The basic steps involved in the functioning of the co-op are the 1) purchasing of the food, 2) the distribution of the food, and of course 3) the paying for the food. There are various ways in which these steps can be completed. They will be further discussed.

Once the decision to form a co-op has been made, the membership must be formed. It is a good idea to start with a small group of people who you know will be able to work together.

It is very important that every member be included in the decision making process. There should not be the feeling that certain members are the leaders or are in control. Everyone should feel that his one vote is just as effective as another member's vote.

II. HOW TO DO IT

A. Organizational Meeting

In setting up the co-op, the resources available as well as the needs of the group, must first be established. You must see what products are desired and where they can be obtained. Fresh fruit and produce are the foodstuffs on which many co-ops are primarily based, but many also include cheese, bread, grains, and sometimes even canned or bottled goods.

A meeting should be held for the entire membership at a convenient time and place so that ideas and suggestions can be exchanged and the members can meet each other if they are not already acquainted. At this meeting, the members can make suggestions of what items they would be interested in having the co-op purchase so that initially, a small list of foods can be ordered in large quantities.

The co-op will need working capital to cover some expenses and this money can be obtained by charging a membership fee when a person or family joins the co-op. This fee can range from $0.50 to $10.00, depending on the membership size, co-op expenses, and income level of the members.

B. Buying the Food

1. Determine desired food items. There must be great enough demand so that the item may be bought in bulk. Items may vary from week to week.
2. Determine how often purchases will be made.
3. Determine what foods are available and the wholesalers who sell them.
    a. terminal market
    b. wholesale outlet
    c. food distributors--check the Yellow Pages.

In New York City wholesale markets are located at:

Bronx Terminal Market
151st Street and Cromwell Ave.
Bronx, New York 10451   292-2158

All Grocery items available

Hunt's Point Frminal Market Bronx, New York	542-2944	Only Fruits & Vegetables
Brooklyn Terminal Market 83rd Street and Foster Ave. Brooklyn, New York		Grocery Items
Brooklyn Provisions Market North Sixth Street Brooklyn, New York		
Essex/Delancey Street Market Delancy Street New York, New York	GR 5-2532	All Grocery items, baked goods

4. Obtain price information.

5. Know what quantity item is sold in (bushel, bunches/crate, pounds).

6. Find out how wholesaler requires payment (cash, check).

7. Check the time the wholesale market is open. You may have to arrive by 5 or 5:30 a.m. Compare prices and quality of the produce at the various stalls.

C. Assigning Tasks to Members

1. Someone to make new order forms
2. Someone to collect money from the members
3. Someone to check the member's order form for correct addition of quantities and prices
4. Someone to make the master order form
5. Someone to shop at the wholesale market
6. Someone to drive to the market
7. Someone to divide the food (usually more than one person)
8. Someone to clean up after all of the orders have been picked up
9. Someone to watch until all members have picked up their orders
10. Someone to distribute each week's new order forms to the members

These jobs can be distribued so that every member works each time, or the membership can be divided into groups and one group does all the work for one order and another group will do it all for the next order.

D. Pick Up

The co-op will need a vehicle to pick up the food. Very often a member will let the group use his truck, van, station wagon, or some other suitable type of vehicle if one is available. This donation could be considered as his work contribution to the co-op. He may also elect to drive. The co-op pays for the gas, tolls, or any other expenses involved in the pickup.

E. Delivery

The co-op needs a place where the food can be divided and eventually picked up by the members. Apartment lobbies, storefronts, church basements, or any area that is safe, dry, and convenient can be used as the co-op's central location.

F. Dividing the Food

1. Do Your Own

a) Each member fills his own bag with the foods in the correct amounts that he ordered.

b) Disadvantage of this system is that members who come late to pick up their food will not get the ordered amount if there is a shortage of any item.

or

2. Orders Bagged In Advance

Co-op member volunteers fill a bag with the member's order. The order form is taped to the outside of the bag and is ready to be picked up.

a) one volunteer could fill an entire order one at a time, or

b) one volunteer could distribute all of the oranges into the appropriate marked bags while another volunteer distributes the apples, etc.

BE SURE TO PACK CRUSHABLE ITEMS LAST!

G. Payment

There are two possible systems for collecting payment for food delivered to co-op members.

1. "Order and Pay"

a) Member fills out order form designed by the co-op

b) Prices on order form are based usually on last week's prices

c) Bill is paid by the member with his order

d) If there is any extra money because certain ordered items were not available or were selling at a smaller price than anticipated, the member will receive a credit in that amount towards his next order.

or

2. "Pay on Delivery"

a) When the member joins the co-op he gives a deposit in the amount of an average order.

b) Members fill out order forms. Prices on the form will be either approximate or no prices will be listed.

c) After the food has been purchased and the exact prices are known, the food bill for each member's order can be determined.

d) Member pays his bill when he picks up his order.

e) When a member leaves the co-op, he only pays or receives the difference between the amount of his initial deposit when he joined, and the amount of his last food bill.

H. New Orders

New order forms must be filled in by every co-op member. They may be distributed

1. When the food is picked up

or

2. At a convenient public location during the week

or

3. Members may phone-in their new order to a member who has been designated for that job.

The completed order forms must be turned in to the co-op in enough time to allow for tabulation of the master order form.

III. Legal Requirements

Most co-ops, especially the small ones, do not incorporate. They do not need any governmental or any other type of permission to form.

The Internal Revenue Service does have regulations which must be met if the co-op wants to be authorized to accept food stamps. To be authorized to accept food stamps a co-op must be incorporated as a non-profit organization. (Legal counsel must be obtained, and a local office of Legal Aid or Legal Services is a good source for legal assistance. It is also possible that an attorney may be a member of your co-op).

IV. Food Stamps -- United States Department of Agriculture

A. The co-op must be incorporated as a non-profit organization.

B. The co-op must obtain a federal tax exemption certificate from the Internal Revenue Service.

C. This certificate can then be used to obtain state tax exemption.

D. This state tax exemption certificate can then be used to obtain city tax exemption.

E. Health permits must be obtained from the city health department.

F. Take the tax and health certificates to the USDA Food Stamp Office. The Food Stamp Authorization must be renewed each year!

****

An excellent source of information on forming and running a co-op is:

FOOD CO-OPS FOR SMALL GROUPS (paperback $2.95)
by Tony Vellela

(Workman Publishing Co., 1975)

****

23. Teacher Workshop

Substance

The purpose of the Teacher Workshop is to focus the trainees' attention on their own consumer education plans. It summarizes everything learned about teaching methods and applies that knowledge to the practical and immediate problems faced by the trainees. The lesson requires that the trainees explain the details of their teaching plans, including the identity, number, and nature of their trainees, where the classes will be taught, how many classes there will be, the format of the classes, the topics to be taught, what materials will be used, and what trips will be taken.

Besides examining the trainees' plans, this lesson provides the opportunity to review all of the teaching methods - outlines, scripts, simulations, trips, speakers, etc. - introduced during the term. These techniques can then be discussed in the context of the trainees' plans.

Teaching Method

To focus the trainees' thoughts on their individual problems, we wrote the attached questionnaire, distributed it several weeks before the workshop, and asked the trainees to come to the workshop with the completed form. The bulk of the workshop was a point-by-point discussion of the questionnaire with every trainee answering the questions for him/herself. This can lead to a practical and supportive discussion, if the trainees share their plans, hopes and fears with each other. At the end of the session, the trainees kept the questionnaires for their own planning uses.

An additional technique is to invite a graduate trainee to the workshop to explain his/her own teaching experiences. A graduate trainee will have a high degree of credibility when discussing how problems can be overcome.

Explanation

Teacher training is necessary only for those trainees who will be conducting formal classes of their own. There are a number of informal teaching situations where trainees will be communicating consumer law for which conventional classroom skills are largely irrelevant. For example, we worked with several trainees who ran programs designed to teach life skills to young, poor, immigrant mothers. Included in the program were informal instruction in health, hygiene, child care, cooking, language skills, and homemaking. Following training, our trainees were able to work into their programs a significant amount of consumer advice and some basic consumer law. But the presentation of this information occurred in the same informal way as it did in the other parts of the trainees' programs. For these trainees, and for others who work in informal teaching projects, a teaching skills workshop is unnecessary.

Problems

Some trainees may arrive at the end of the training term without having thought carefully about starting their own consumer education programs. This workshop forces the trainees to think, to plan, and to admit their insecurities. The discussion of teaching skills in a consumer context is helpful to experienced teachers as well as to inexperienced ones.

Materials

Questionnaire

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

WORKSHOP: TEACHING CONSUMER COURSE

Please answer the following questions.

1. Students

   a. Who are they?

   b. How many will there be?

   c. Will attending course be part of their job or training?

   ☐ yes ☐ no ☐ for some

2. Who will teach the course? Give name(s) and postion(s), if any.

3. Where will it be taught?

4. How many classes will there be?

5. When will it be taught? Give dates and times.

6. What will the format be?

   ☐ lectures ☐ lecture and discussion ☐ discussion only (after assigned reading) ☐ other-- describe ______________________________

7. What topics will be included? (please check)

- ☐ Basic Consumer Skills
- ☐ How To Challenge Your Gas or Electric Bill
- ☐ How To Challenge Your Telephone Bill
- ☐ Door-To-Door Sales
- ☐ Supermarket Shopping
- ☐ Family Budgets
- ☐ Credit--What It Costs and Where To Get It
- ☐ Credit Reporting
- ☐ Credit -- Sex Discrimination
- ☐ Credit Unions
- ☐ Bankruptcy
- ☐ Debt Collection Tactics
- ☐ Consumer As Defendant
- ☐ Small Claims Court
- ☐ Buying a Used Car
- ☐ Drugs: Prescription and Over-the-Counter
- ☐ Food Labels
- ☐ How To Choose A Doctor
- ☐ Medicaid Abuses
- ☐ Federal Crime Insurance
- ☐ Food Cooperatives
- ☐ How To Conduct A Market Survey
- ☐ Consumer Picketing, Leafletting, & Boycotts
- ☐ Other(s). Describe ______________________________

____

____

8. Will you distribute the CLTC materials?

☐ yes ☐ no ☐ some

9. If yes, will you revise them?

☐ yes ☐ no

Describe how ______________________________.

10. Will you distribute other written materials? Describe them ______

____.

11. Will you use any visual aids?

a. posters -- ☐ yes ☐ no

b. slides -- ☐ yes ☐ no

c. movies -- ☐ yes ☐ no

d. flashcards -- ☐ yes ☐ no

e. scripts -- ☐ yes ☐ no

f. other(s) -- ☐ - - describe ______________________

____

______________________.

12 Guest Lecturers

a. Will you have guest lecturers?

☐ yes ☐ no ☐ maybe

b. If yes or maybe, for which classes?

c. Who will they be?

13. Field Trips

a. Will you conduct any field trips?

☐ yes ☐ no ☐ maybe

b. If yes, to where?

Chapter 6. POST-TRAINING PROGRAM ASSISTANCE

The purpose of program assistance is to support the trainees' post-training consumer education efforts. Trainees may need help in relating a particular lesson to people in their communities, in finding materials for their programs, in understanding new laws, in conducting market surveys, or in a host of other matters. Providing assistance can be a time-consuming activity, but the effort may make the difference between success and failure in the trainees' consumer education programs. Allocating significant time for program development, however, will probably necessitate a reduction in the number of groups trained (counterbalanced by the increased percentage of groups which successfully use their training).

There were certain tasks that many graduate trainees were concerned about. These included:

(1) How to find and hold an audience. Trainees starting new consumer education programs need to find and keep an audience. There are many ways to go about finding people - announcements in local media, posters in public places, door-to-door solicitation, making speeches to local organizations, giving announcements to school children to deliver to their parents, etc. The best method or methods for any individual trainee depends upon the nature of the audience and community, but you can help the trainee to choose appropriate methods, to write a flyer or press release, etc. Suggestions for making the first class particularly appealing (showing films, providing coffee, etc.) help insure that the audience returns a second time.

(2) Administrative tasks. Trainees may be unfamiliar with the many administrative matters involved in designing a teaching program, from organizing the curriculum to finding adequate meeting space.

(3) Gathering resources. Even if trainees have completed successfully

the Resource Acquisition Exercise (see Chapter 4) they may need assistance in gathering materials, in finding speakers, in dealing with local government agencies, etc.

(4) Developing teaching methods. Trainees may seek assistance in developing teaching methods and materials appropriate to their audiences.

(5) Obtaining their agency's support. Some trainees may not receive sufficient cooperation and support from their own agencies when the time comes to implement their training. The written agreement with the agency described in Chapter 3 provides the basis for your insistence that adequate support must be given.

Techniques of Assistance

There are various ways to institutionalize post-training assistance, to provide trainees with an opportunity to seek help and advice. In the absence of pre-arranged meetings and workshops, most trainees will not ask for any assistance, however much it is needed. The following are some suggested techniques for building post-training assistance into your program.

1. Observation of Program Activities

One of the most constructive things we did for graduate trainees was to observe their program activities and give them feedback. Almost all trainees will be nervous teaching, organizing a picket, or doing any other activity for the first time. Your presence may well have a calming influence on the trainee, and a supportive discussion after the event can provide the impetus needed to continue and improve upon the initial effort. Furthermore, even experienced workers can benefit from this sort of help. A form for the observer is attached.

2. Post-Training Workshops

Post-training workshops are excellent devices to learn what trainees are doing, to exchange information, and to find solutions to common problems.

At these meetings, we were usually pleasantly surprised at the support and ideas given by the trainees to each other. Because the trainees had had interesting experiences trying to run programs and were often in the middle of a program at the time of the meeting, the discussions were very focused and productive.

3. Newsletter

A newsletter also serves the purpose of letting each trainee know what the others are doing, facilitating the spread of good ideas and encouraging trainees to share thoughts and communicate among themselves.

Chapter 7. EVALUATION

Formal or informal program evaluation helps to determine what is being done well or poorly, and to make the changes necessary to improve the program. We sought evaluation of all aspects of our program, and based on the many constructive suggestions we received we constantly improved our program. There are several sources of evaluation. You may wish, as we did, to use one or more of these methods: trainee evaluation; self-evaluation; outside observers to give you suggestions; and outside observers to make a formal report.

Trainee Evaluation

The trainees themselves are in a unique position to give you valuable advice, but obtaining honest feedback from trainees is never easy. Informal contacts between trainees and trainers often yields the best evaluative comments, and should be encouraged at all points in the program. We purposely structured our classes to have a casual, roundtable atmosphere, an arrangement that invariably produced informal discussion before and after class. We also urged trainees to telephone us during the term to discuss anything on their minds (few, however, took us up on it). All materials for class use included our telephone number. Unfortunately, our office was located much too far from almost all of our trainees to permit informal visits by the trainees or us. The informal contacts, before and after class and by telephone, were always useful and were occasionally very revealing. Although candor is difficult to achieve between teachers and trainees, we encouraged expression of critical views and brought some of them to the attention of the group for general discussion.

The spontaneous, particularized nature of informal evaluation may be complemented by more systematic, formal evaluation. There are three different points at which you can ask for trainee opinions: during or after individual or groups of classes; following the last class; and during follow-up visits to the trainees' organizations.

A formal system of evaluation simply means making an explicit attempt to solicit trainee opinions. This may be done by setting aside time during selected training sessions or by individually interviewing each trainee over the telephone or in person, or by using written questionnaires. The kind of objective and subjective judgments we sought are indicated in the attached evaluation questionnaire. Trainees were encouraged to take evaluation seriously, and to feel free to register their criticisms. Written answers were anonymous, to elicit candor. With written forms, we found it best to give the group time at the end of a class to complete the forms; when trainees were given stamped, self-addressed envelopes to mail in the forms, they often did not do so.

Information learned from graduate trainees is one of the best sources of evaluation. Their experiences at their agencies following training will necessarily expose the strengths and weaknesses of your selection and classes. There are several kinds of information to gather periodically after training is completed:

a. the trainees' continuing and changing perceptions of the value of the training;
b. the use made, if any, of the training to date;
c. future plans, if any, for use of the training;
d. reasons why some trainees are not using the training;
e. how the staff can help support the trainees' programs; and
f. the trainees' suggestions for changes in future training.

Site visits are the best way to obtain this information. Observing the trainee's working conditions, the nature of the neighborhood served, and the general facilities of the agency, adds greatly to your appreciation of the trainee's problems. You can also schedule visits so as to see the trainees' supervisors and the people with whom they work. Observation of many agencies will indicate the kinds of organizations that are able to make good use of training, and those that are not. As your knowledge grows you may well find yourselves, as we did, making significant changes in selection of future trainees. Attached is a form that we devised for recording the information learned from the site visits.

Telephone calls to graduate trainees are much less productive than site visits, because they are less personal, provide no visual cues, and provoke less candor. As a practical matter, telephoning saves much time. It is suggested, however, that you personally visit as many of the trainees as possible, and telephone the rest. We designed several forms (see attached) for telephone interviews.

Especially with less sophisticated trainees, much effort may be required to obtain information. Graudate trainees who have failed to make much use of the training may feel embarrassed to talk to you and fail to return calls. Failure to pursue this task vigorously will result in loss of contact with many trainees whose experiences (even if negative) provide valuable insights into the effectiveness of the entire training program.

Self-Evaluation

Self-evaluation is in a way so obviously important that it can easily be taken for granted and overlooked.

Our approach to self-evaluation was to set aside time for regular, lengthy staff meetings to discuss program problems, plan major program changes, air new ideas, and discuss personal gripes. These meetings were held away from the office to permit no interruptions. Being away from the daily routine provided the opportunity to gain perspective on the general functioning of the program.

Outside Observation

Independent outside observers can contribute significantly to the evaluation effort. Observers can be professionals in the relevant areas of law, social (community) work, and teaching, who can observe parts of your program. They can be paid or unpaid; based on our very positive experience with formal, paid evaluation, we suggest that some stipend be paid. The payment of a fee is conducive to seriousness on both sides.

The evaluator's goals and means of analysis should be agreed upon at the very outset of the relationship. We suggest embodying this agreement in writing. A formal agreement forces both you and the evaluator to focus specifically on what the evaluation will cover, how much time the evaluators will give and how they will spend it, and what their report will include.

A formal report should be the end result of the evaluation. No amount of discussion can replace a written document which can be mulled over in private, considered at leisure, referred to later, and which itself is the product of careful deliberation and concentration. Some grants (such as ours) require formal reports, but even if yours doesn't, independent evaluation can provide a very important input into the program.

Finding an organization or individual competent to evaluation your program requires some searching for experts in consumerism, social work, teaching or para-legal training. You may not be able to find any single agency or person capable of evaluating your entire program. If this is the case, you may have to make agreements with different people to observe different parts of the program.

CLTC TRAINEE OPINIONS
June 1977

CLASSES TAUGHT BY CLTC STAFF

a. Were class sessions too simple? too complicated? about right?

b. Did we attempt to cover too much in each session?

c. Was the visit to Civil Court a worthwhile experience? Why or why not?

d. Any general problems with these classes?

MATERIALS

a. Are these materials clear?

b. Do you think the materials will be (check one): very useful______
of some use_____, or of little use_____, in your consumer education efforts.

c. Will you adopt the materials to give to people in your classes?
Probably will______ Maybe_______ No__________

d. Any general problems with the materials?

TRAINEE TEACHING

a. Do you think that trainee teaching was a good method of transferring substantive information to the class? Yes_______ No________ Explain.

b. Do you think that preparing your assigned topic was a good way to learn your particular subject? Yes_____ No______ Explain.

c. Did you complete the Resource Acquisition Exercise? Yes____No_______ If not, why?

d. If you completed the Resource Acquisition Exercise, do you think that you will use the exercise to learn new subjects or update your knowledge of old subjects? Yes_____ No_______ Explain.

e. If you did not complete the Resource Acquisition Exercise, do you think that it is a valuable tool that you might use in the future? Yes______ No______ Explain.

f. Did you learn any new teaching ideas from observing the presentations of your colleagues? Yes______ No______ Explain.

GENERAL

a. What was your overall reaction to the course?

b. Are there changes you would recommend? If so, what are they?

c. Have you used the training thus far?

d. How do you plan to use it in the future?

e. What topics would you add to the course?

f. Which topics would you delete from the course?

TELEPHONE INTERVIEW FORM

Name of Organization ______________________________

Telphone Number ______________________

Name of Trainee (s) ______________________________

Session Attended ______________________________

Name of Person Spoken To ________________________

Date of Telephone Interview ______________________

Has group made use of C.L.T.C. training? Yes____ No______

If "Yes" describe.

If"No", why not?

Would group like to be visited for program development?

Yes_________No________

Is group interested in attending workshops at New York Law School on how to use C.L.T.C. materials?

Yes_________No__________

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-6353, 966-3500

A joint project of:
New York Law School
New York Public Interest Research Group, Inc
Brooklyn Legal Services Corporation B

FOLLOW-UP VISIT FORM

Organization: ____

Date of visit: ______________ Interviewer: ______________________

Person(s) spoken to: ______________________________________

I. Teaching

1. Has trainee conducted CLTC-type classes? yes_____ no_____

If yes, answer questions 2 through 12. If no, skip to question 13.

2. Who were the trainees?

3. How many of them were there?

4. Did the same people attend each class? yes_____ no_____

5. How often were classes held?

6. How long were the classes?

7. What topics were covered? (List all, please.)

8. Were CLTC materials used? yes_____ no_____

9. If yes, which ones? (List all, please.)

10. Were any films or other audio-visual materials used? yes_____ no_____
If yes, list them.

11. Were any other written materials distributed? yes______ no______
If yes, list and attach copies of all.

12. What is interviewee's impression of the success of the classes? Describe fully.

13. What kind of outreach was used to attract students? Describe specifically. (If fliers or posters were used, please attach copies.)

If trainee has not conducted classes:

14. Does trainee have definite plans to begin consumer classes? yes____ no____

If yes, answer questions 14 through 16. If no, skip to question 17.

15. When?

16. For whom?

[17. How realistic do plans seem to you?]

18. Why hasn't trainee begun teaching?

    a. Give trainee's explanation.

    [b. Give your explanation.]

19. Did you make any suggestions about improving or starting the program?

    yes________ no________

    If yes, please summarize them.

[20. Do you believe interviewee will use any of them?]

    yes______ no______ maybe______

21. Did trainee encounter any problems in trying to set up a course?

yes________ no________

If yes, describe fully.

[22. Other comments.]

II. Other Use of CLTC Training

23. Has trainee used CLTC training in any way other than for personal knowledge and as a help in counselling clients?

yes________ no________

If yes, describe fully.

CONSUMER LAW TRAINING CENTER
FOLLOW UP INTERVIEW

Agency____

Street Address______________________________________

City, State, Zip Code________________________________

Telephone Number____________________________________

Person (s) Interviewed and Position (s)

____

____

____

____

Date____

Interviewer (s)______________________________________

____

Training Session Group Attended________________________

Name of Trainees (if different
from person (s) Interviewed__________________________

____

____

Number of Prior Follow up Contacts_________________________

Date (s) of Prior Follow up Contacts________________________

____

1. Has agency used C L T C training? Yes______ No______

If yes:

a. Nature of program.

b. Number, names, and positions of agency personnel involved.

c. Number of persons participating in program.

d. Anticipated benefits.

e. Materials used.

If C L T C materials, which ones?

If other written materials, identify.

If visual or audio materials used, identify.

f. Do people interviewed think program is working? Yes___ No___
Why?

2. Has Agency trained its staff members? Yes________No________

3. Does Agency have future plans to use the training? Yes___No___
   If Yes, describe -

4. Agency suggestions for improvements/additions/deletions to training:

5. Were any suggestions made in course of interview which interviewees expressed interest in following up? Yes_____No_____

Chapter 8. PERSONNEL AND ADMINISTRATION

The skills required to organize and operate our training program cut across three professional disciplines: law, social (or community) work, and teaching. We suffered from an unfortunate concentration of skills (all of us were lawyers, with some teaching experience). This concentration compelled us to seek assistance from an experienced manager of para-legal training programs, and from an experienced community worker.

There are so many variables in potential settings for CLTC programs that perhaps the best procedure here is to describe the kinds of tasks required of project personnel.

1. Coordinator. This individual is responsible for the entire program. The coordinator should be able to fill one of the other roles - lawyer, community worker, teacher - as well.

2. Lawyer. It is necessary that a lawyer be consulted about the course content. Many rules of law are involved, and they must be regularly updated. Local law schools, consumer agencies, or bar associations may cooperate with your program to fill this need. Seek someone with experience in consumer law or at least some aspect of public interest law.

3. Social Community Worker. "Social Worker" is often used as the title of a professional who has completed certain degrees. A professional social worker is certainly appropriate to the "social work" tasks of the program, but there are other people who may serve just as well. A community worker can be anyone who, by some combination of formal education and on-the-job experience, has the knowledge, ability, and experience to work with trainees. The parts of the program that need a social/community worker's skills are selection, and post-training program development. These tasks are described earlier in this manual (see Chapters 3 and 6). For purposes of this section

it is important to note that these tasks require a person who can establish trust and intimacy with the trainees and who is familiar with the social, economic and cultural situations in their communities.

4. Teacher. The skills of a teacher are necessary to devise and conduct interesting training sessions. A lawyer or community worker may actually teach the classes, but a teacher should be consulted on the design of the class presentations. If you do not have a teacher on staff, perhaps a local school or Board of Education can give you the name of someone experienced in this area, but be wary of making any extended arrangement with anyone whose abilities are not personally known by you to be outstanding.

5. Secretary. It is difficult to imagine a program such as this operating without regular secretarial assistance, particularly in view of the importance of maintaining communication with trainees after the training cycle. Where telephone messages are not reliably recorded, trainees may drop out of sight when training ends.

Administration

Administration and support facilities are also widely variable factors. We were located in three small rooms at New York Law School and had access to larger seminar rooms to hold our classes. We suggest that to run a training program you would need access to telephones, file space, photocopying facilities and classrooms. Also, you may need movie and slide projectors.

Chapter 9. SPECIAL PROJECTS

Although the major part of our energy was directed toward teaching we also organized several special projects, some rather closely related to consumer education (e.g., creation of visual materials) and some related to the problems of consumer litigation.

Visual Materials

Since many people learn best from visual materials, it is important to use posters, slides, films, etc. whenever possible. During our project, we produced two kinds of visual materials: consumer comic books and posters. They were used for teaching, for trainee use in their own agency programs, and for general distribution to the public. One poster dealt with supermarket traps (which was a popular subject) and the other with common frauds (which was used with the Basic Skills lesson). One comic, called "The Door-to-Door Career Con," combined the problems of door-to-door sales and fraudulent vocational schools. The second, called "The Victorious Victim," dealt with a typical sale of shoddy merchandise followed by a lawsuit where the consumer successfully defended himself against the merchant.

The production of visual materials involves many steps. Although the emphasis is on pictures, you must first write the copy (i.e., text) for the project. Good copy is not only lively and informative but must be geared to the reading level of the audience you hope to reach. If you do not have a reading expert on your staff, it is helpful to find either a volunteer or paid consultant (perhaps through your local Board of Education or Teacher's College) who will work with you on the text. You may also want to write an instruction sheet for the use of the materials. Comics, for example, have at least two different uses. They can be used as an educational tool in a classroom-like setting or they can be used for mass distribution. An instruction sheet can contain hints about classroom use and also a request that users inform you of their successes and failures so that you can modify future projects.

Once you are satisfied with the text, you may wish to have the words translated into any other language commonly spoken in the community. Because there are so many Spanish-speaking people in New York City and around the country we had our second comic ("The Victorious Victim") translated into and produced in Spanish. If no one on your staff can do the translation you will need an outside consultant. A good way to monitor the work of the translator is to find another person who can translate the text from the second language into the original English. Matching the original text with the re-translation will indicate the reliability of the translation. Remember also the some languages are more or less economical than English and that the visual design of your project must take into account the different space requirements of the languages.

Our experience with volunteer artists (located through art schools, professional associations, and otherwise) was wholly negative. We ended up hiring professional artists at or near competitive rates to do our projects. In selecting an artist, first look at several artists' portfolios. Usually, an artist will be able to show you on short notice several items similar to what you want to produce. Because artists generally have a recognizable style, comparing portfolios should enable you to decide which style is appropriate for your project. You should look at whether an artist's work is professionally competent and aesthetically pleasing. Also consider whether the style is appropriate for educational materials, i.e., sufficiently simple, uncluttered, clear, and direct. Remember also that artists, like most professionals, are specialists. Therefore, try to look for an artist whose specialty meets your needs. A number of artists specialize in comic books. Cartoonists may be appropriate for single, caricature-like illustrations. Also, general illustrators can be found with a very wide range of styles. Lastly, a designer, who specializes in the overall concept of a visual piece (including the location of the illustration in relation to the words, size of paper, typeface, etc.), may be helpful in conceptualizing the work.

Simultaneous with your search for an artist, you must find a printer. Critical to the choice of printer is whether the printer is willing to work with you and the artist to guarantee that all technical aspects of the project are handled properly. In fact, unless someone on your staff has the specialized knowledge of an art director, you will have to depend on the artist and printer to work with each other on the technical aspects including page size, paper quality and type size. Although you will ultimately make these decisions, you will have to rely on the artist and printer to inform you of all the possible choices, the problems associated with each choice, and the costs.

While production is progressing, you must decide how you will distribute the materials. Distribution method will depend on several factors, including purpose and budget. As a general rule, the price of production per unit decreases as the number of units increases. Also, production in color is always very expensive. If you are producing materials other than for distribution to your trainees you must select your audience and then figure out how to reach it. But always remember that there are a number of cheap methods, including silk screening and wood blocks, that can be used for materials just for your classes. Your audience can be limited to your community, or it can be extended to include your state (if the information you are communicating is relevant state-wide) or even the entire country.

No matter what the geographic extent of your distribution, you should approach the problem systematically. For the nationwide distribution of our comics and posters, we obtained mailing lists of consumer, educational, governmental, and civic organizations (e.g.the Department of Health, Education and Welfare; American Council on Consumer Interests (162 Stanley Hall, University of Missouri, Columbia, MO 65201);and the Federal Trade Commission). These lists were then combined into a master mailing list typed onto address labels, permitting easy photocopying of the addresses. (A copy of this list can be obtained by contacting us). Be sure to check with the post office to determine if you qualify for reduced postal rates.

The mailing included a sample comic plus an order form for the comic and posters. (See attached form) The prices quoted on the form reflect approximately the cost of printing and mailing, although you may choose any price option between free distribution and charges sufficient to subsidize other aspects of your overall program. Following the bulk mailing, you then must be administratively prepared to receive, package and ship orders.

Along with your bulk mailing, you can write a press release for mass media publicity. The release can go to local media, and to the national wire services (Associated Press and United Press International).

Production of visual materials is a complicated task, but the rewards are great. There was not a great interest in posters, but our comics sold very well. Our first comic (in English only) sold about 25,000 copies.

One last issue, copyrighting. The advantage of copyrighting your materials is that no party can reproduce them and sell them for profit. The disadvantage is that appropriate institutions may wish to copy the materials for legitimate use. You may wish to copyright materials with a provision that they can be reproduced without permission by any nonprofit educational or consumer organization.

Media Projects

You may be able to convince you local media outlets to let you run a column in a newspaper or magazine, or present some kind of spot on a television or radio show. These are excellent ways to communicate information (and to advertise your training program).

One option is to produce radio scripts embodying consumer information in story form. Our project produced two such scripts, one of which was broadcast over a local radio station. The first script, "The Door-to-Door Deceiver" (included in materials for lesson 3, Chapter 5) describes a typical door-to-door fraudulent sales scheme; the other, "The Case of the Deranged Debt Collector" (included in materials for lesson 14, Chapter 5) dramatizes the depredations of an over-zealous debt collector. These radio scripts are easily adapted to use in training sessions and to use by trainees in their communities. We observed one trainee stage the "Door-to-Door Deceiver", complete with costumes and music, at a senior citizens center. The audience not only enjoyed the play but demonstrated by their questions and comments that they had learned the lesson as well as enjoyed the program.

Lastly, try to convince your local television stations to cover your training sessions as a news feature. Several such spots helped our recruiting to a significant extent.

In New York City, as in most American communities, few persons can afford to hire a competent lawyer to litigate consumer cases. One reason is that the cost of paying a lawyer to try, for example, even the most legitimate $500 case will probably greatly exceed $500. Another, though closely related, reason is that, since lawyers litigate few consumer cases, they must do much expensive and time-consuming research for any case they do take. To help lawyers reduce the amount of work necessary to represent consumers, and to encourage the bar to handle more consumer cases, we prepared a detailed substantive and procedural manual on consumer law in New York. Poverty law attorneys, law libraries and law schools were sent free copies. If you have a lawyer on your staff or if you have a consultation arrangement with a lawyer you might want to adapt the manual for use in your state. The attached table of contents shows the comprehensive nature of the manual. Beware that this requires a great deal of time and effort. If you cannot adapt the manual to the needs of your community perhaps you could convince a local bar association or law school clinical education program to do the job.

Because most people cannot afford to hire a lawyer to represent them in consumer cases, they must represent themselves pro se (by oneself). Many people are so intimidated by the judicial process that they do not respond to a summons served on them and lose the case by default. Many of these people have legally valid reasons for not paying, or for paying less than the sum sued for. Recognizing this problem, and recognizing that poverty law attorneys can represent only a small number of consumer defendants, we are assisting a local community group to create a Personal Appearance Manual. Designed to be distributed at the court clerk's desk, the manual will define legal terms, show how to prepare testimony, gather evidence, and choose witnesses, etc.

A separate three-fold leaflet, encouraging people to answer court summonses will be distributed by community groups, unions, and similar organizations.

Program Manual

As in many other social service areas, there are many groups throughout the country struggling to build consumer education programs. Hopefully, groups will be able to save some valuable time by reading this manual.

CONSUMER LAW TRAINING CENTER

NEW YORK LAW SCHOOL
57 WORTH STREET
NEW YORK, N.Y. 10013
(212) 966-3500

A joint project of
New York Law School
New York Public Interest Research Group
South Brooklyn Legal Services

ANNOUNCEMENT

The Consumer Law Training Center has just published a new 16-page consumer education comic book, designed to acquaint consumers with their right to defend themselves in court. The comic illustrates some of the common fears and problems consumers face when they are unjustly sued, and can not find or afford a lawyer to appear in court on their behalf.

A complimentary copy of the comic (entitled "The Victorious Victim") is enclosed. If you would like multiple copies, please fill out the order form below. We currently have the comic available only in English, but plan to publish it in Spanish also. If you would be interested in the Spanish version, please write to us indicating how many copies you would like to purchase.

The order form below can also be used to order our first consumer comic, "The Door-to-Door Career Con," now in its second printing. This is an eight-page comic describing the fraudulent sale of a vocational school course by a door-to-door salesman. It has been widely used by schools, community education programs, credit counseling groups, and a variety of other organizations interested in consumer education.

If you are interested in our consumer posters, a separate order form is enclosed. All comics and posters are sold at or below cost.

....

ORDER FORM

ORGANIZATION ______________________________

Attn: ______________________________

ADDRESS ______________________________

CITY ________________ STATE ______ ZIP ______

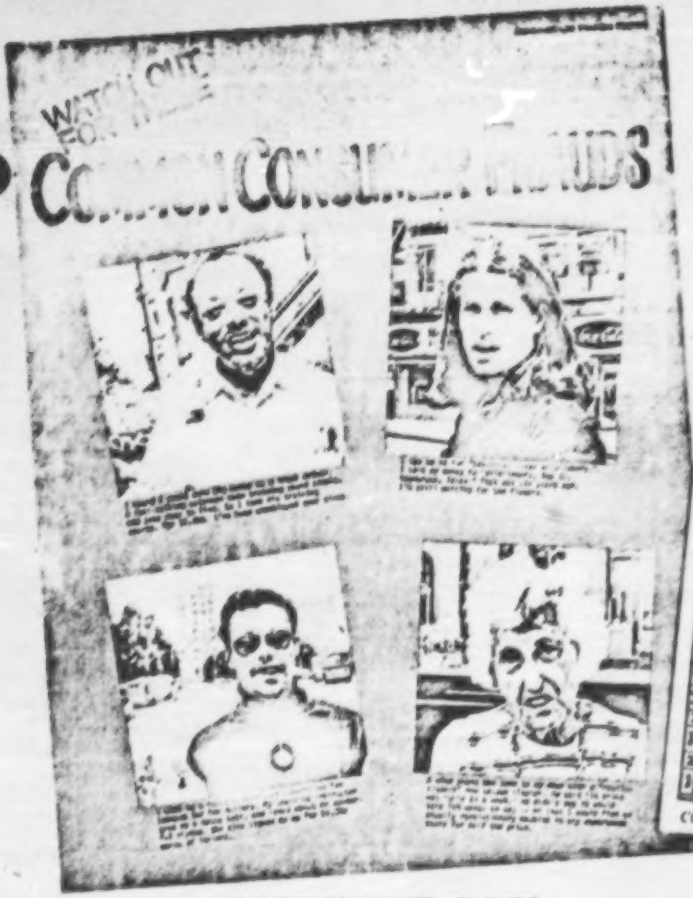
Please send ______ copies of "The Victorious Victim" at 15¢ per copy.

Please send ______ copies of "The Door-to-Door Career Con" at 10¢ per copy.

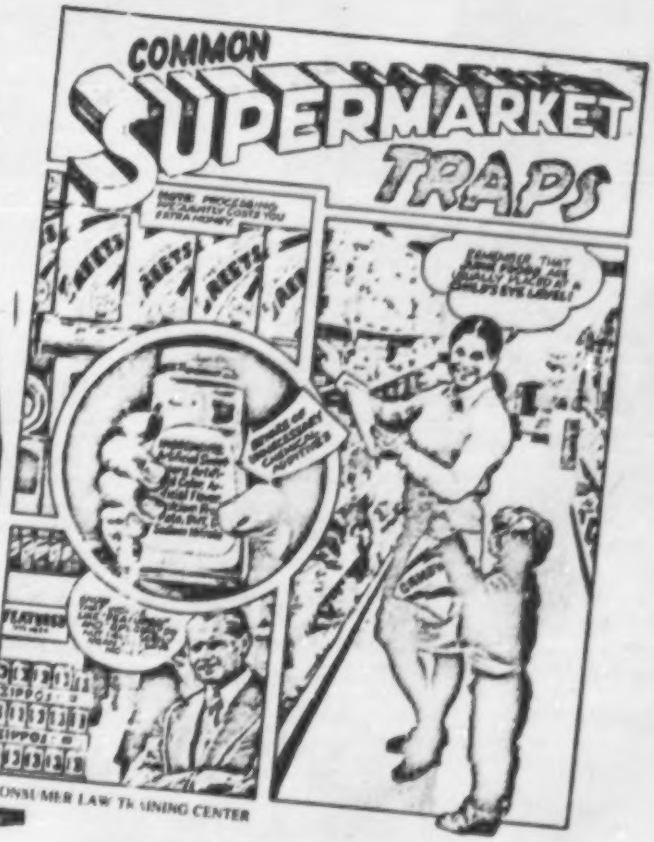
Single copy of either comic: 25¢

FULL PAYMENT MUST ACCOMPANY YOUR ORDER. Please make checks payable to: "Consumer Law Training Center"

Similarly, you may wish to write a manual describing your program, for distribution to consumer, educational and civic organizations in your community, state or nationwide. It is important for consumer groups to share their experiences, so that we may all benefit from their successes and learn from their mistakes.


WATCH OUT FOR THESE
COMMON CONSUMER FRAUDS

COMMON CONSUMER FRAUDS
17x22 gold and black


COMMON
SUPERMARKET
TRAPS
BEETS
CONSUMER LAW TRAINING CENTER

COMMON SUPERMARKET TRAPS
11x14 black and white

ORDER FORM

Special Rates For Non-Profit Organizations

Common Consumer Frauds One to five copies: 80¢ each Six or more copies: 60¢ each	Please send me _____ copies of the Common Consumer Frauds poster.	No. of copies _____ Price x__.__ Charge $__.__
Common Supermarket Traps One to five copies: 60¢ each Six or more copies: 35¢ each	Please send me _____ copies of the Common Supermarket Traps poster.	No. of copies _____ Price x__.__ Charge $__.__

Total charge $__.__

ORGANIZATION ________________________________

Attn: ________________________________

ADDRESS: ________________________________

CITY ______________ STATE __________ ZIP ______________

FULL PAYMENT MUST ACCOMPANY YOUR ORDER. Please make checks payable to: "Consumer Law Training Center".

TABLE OF CONTENTS

Acknowledgments

Introduction and Encouragement

PART ONE: THE CONSUMER AS DEFENDANT

Chapter I. Procedure and Tactics

- A. Overall Strategy
- B. Collection Attorneys
- C. Determining Where the Case Is
- D. Client Interview
- E. Initial Moves
  - 1. Written Demands
  - 2. Vacating a Default Judgment
    - a. Lack of Jurisdiction
    - b. Excusable Default
    - c. Non-Receipt of Summons in Time to Defend
    - d. Fraud, Misrepresentation or Other Misconduct by Adverse Party
    - e. In the Interests of Justice
- F. Pleading
- G. Discovery
- H. Motion Practice
  - 1. Motion for Restitution
  - 2. Motion to Change Venue
  - 3. Motion to Compel Discovery
  - 4. Motion to Proceed as a Poor Person
  - 5. Motion for Summary Judgment
  - 6. Motion to Vacate Notice of Trial
- I. Notice of Trial; Jury Demand
- J. Settlement
- K. Trial Tips

Chapter II. Common Consumer Claims and Defenses

- A. Court Procedure
  - 1. Lack of Jurisdiction over Defendant
  - 2. Abuse of Process; Sewer Service
- B. Incapacity of Plaintiff
  - 1. Corporate Incapacity to Sue
  - 2. Failure to Have Required License
- C. Special Cut-off Defenses
  - 1. Statute of Limitations
  - 2. Statute of Frauds
  - 3. Payment, Accord and Satisfaction
  - 4. Minority and Disaffirmance
  - 5. Discharge in Bankruptcy
  - 6. Forgery
  - 7. Absense of Damage to Seller

D. Breach of Contract
    1. Breach of Warranty
        a. State Law: Uniform Commercial Code
            (1) Implied Warranties
            (2) Express Warranties
            (3) Disclaimers and Limitation of Express and Implied Warranties
            (4) Conflict of Warranties Express or Implied
            (5) Who is Protected by a Warranty
            (6) Damages
        b. Federal Law: Magnuson-Moss Warranty/FTC Improvement Act
    2. Right to Rescind for Defective or Non-Conforming Goods
        a. Rejection
        b. Revocation of Acceptance
E. Cancellation, Rescission and Damages from Seller's Bad Acts
    1. Fraud
        a. Case Law Developments
        b. New Statutory Standards
        c. Pleading Fraud
        d. Parol Evidence Rule; Effect of "Merger" Clause
        e. Relief Requested
    2. Innocent Misrepresentation
    3. Unconscionability
    4. Private Right of Action
        a. FTC Act, Trade Regulation Rules, and Consent Orders
        b. State-Enforced Consumer Protection Laws
        c. Local Rules and Regulations
    5. Punitive Damages
F. Statutory Regulation of Consumer Contracts
    1. Maximum Finance Charges
    2. Truth-In-Lending

    3. Retail Instalment Sales Act
        a. Limits on Rates and Other Charges
        b. Disclosures and Warnings
        c, Prohibited Clauses
            (1) Promissory notes; Assignees
            (2) Arbitrary acceleration
            (3) Confession of Judgment; Wage assignment
            (4) Illegal acts
            (5) Power of Attorney
        d. Other Provisions
        e. Penalties
    4. Penalty Clauses
    5. Illegible or Small Type
    6. Plain Language
G. Liability of Third Parties: Abolition of Holder-In-Due-Course Doctrine
H. Special Statutes and Rules
    1. Door-to-Door Sales

2. Private Schools
   a. Proposed Federal Rule
   b. State Law
      (1) The New York State Department of Education
      (2) Personal Property Law 412-a
      (3) Instruction in Physical and Social Skills, Use of physical training facilities
      (4) New York City Consumer Protection Law Regulations
      (5) Common Law Fraud
3. Land Sales
4. Motor Vehicles
   a. Repossession and Claim for Deficiency Judgment
   b. Purchase of "Lemons"
   c. Recalls
   d. Auto Repairs
   e. Fraudulent Sales Tactics
   f. Motor Vehicle Retail Instalment Sales Act (MVRISA)
      (1) Disclosures Required
      (2) Right to Statement of Account
      (3) Delivery of the Contract
      (4) Void Terms
      (5) Charges Allowed
      (6) Waiver of Defenses Against Assignees
      (7) Payment to the Assignee
      (8) Release of Security upon Full Payment
      (9) Remedies and Penalties
5. General Business Law
   a. Bait and Switch Advertising
   b. Chain Distributor Schemes
   c. Display of True Business Name
   d. Jewelry and Art Appraisals
   e. Hearing Aid Dealers
   f. Mail Order
   g. Money Back Guarantee: Promise of Refund or Credit
   h. Process Servers
   i. Social Dating Services
   j. Specious Cash Sales
   k. Travel
   l. Unassembled Goods
   m. Unordered Merchandise

Chapter III. Special Problems

A. Credit Denials and Damage to Credit Rating
   1. Rights Regarding Credit Grantors
   2. Rights Regarding Credit Bureaus
B. Billing Errors
C. Abusive Debt Collection Tactics
   1. The Federal Law
   2. New York Law
D. Credit Cards
   1. Asserting Claims and Defenses Against Card Issuers
   2. Unauthorized Use
   3. Void Provision

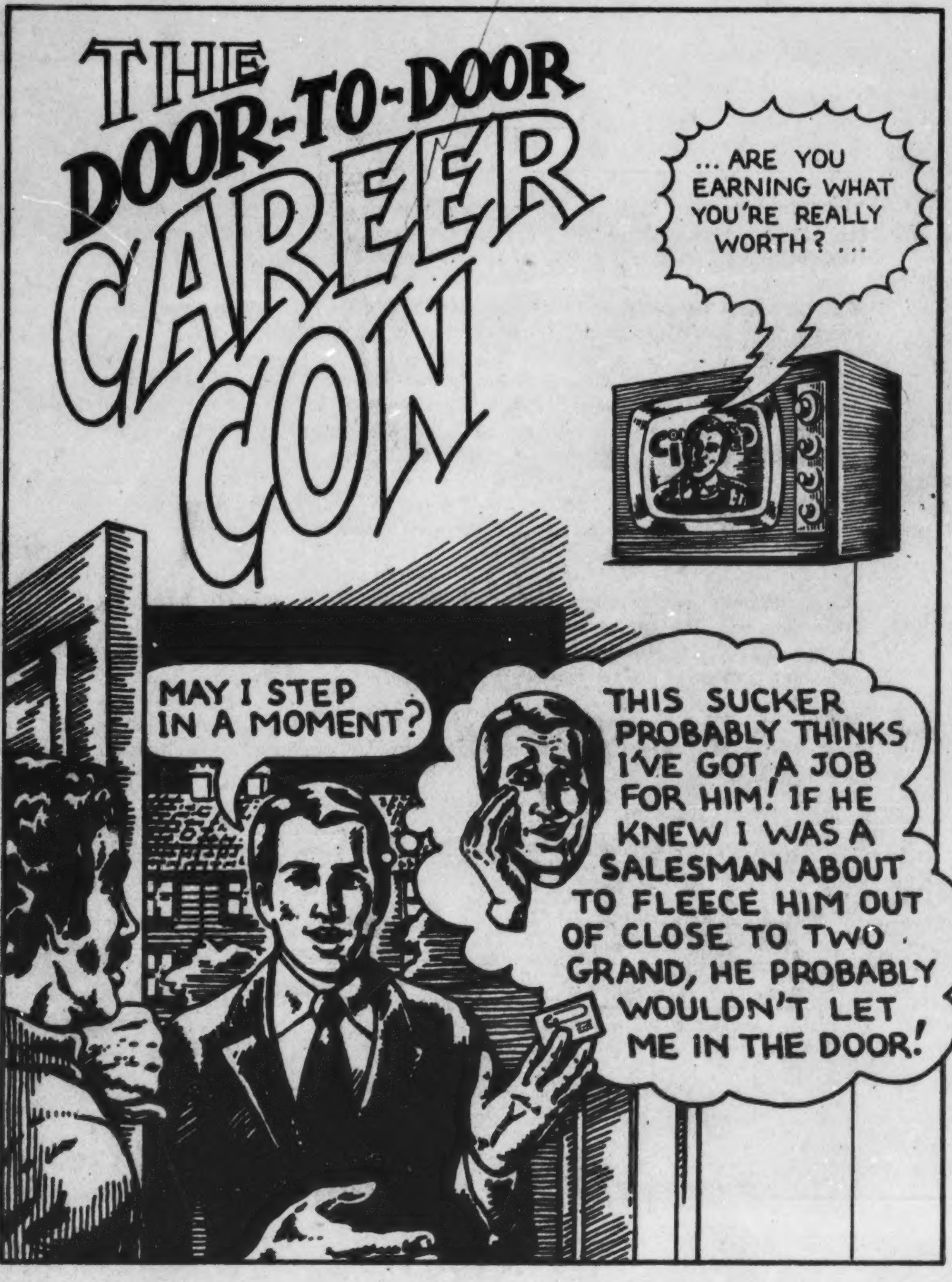
Chapter IV. Creditor's Remedies
  A. Garnishment (Income Execution)
  B. Wage Assignment
  C. Liens
  D. Repossession and Replevin
  E. Constitutional Challenges

PART TWO: THE CONSUMER AS PLAINTIFF

Chapter V. The Consumer As Plaintiff
  A. Causes of Action
  B. Choice of Forum
    1. New York City Civil Court
    2. District Courts
    3. City Courts
    4. Justice Courts
    5. Small Claims
  C. Class Actions
    1. New York Courts
    2. Federal Courts
      a. Jurisdiction
      b. Notice
      c. Appealability of Grant or Denial of Class Status
      d. Manageability

APPENDICES:
  A. Note on Consumer Protection Agencies
    1. Who They Are
    2. Using Them
      a. Information
      b. Resolving Consumer Complaints
    3. Operating Procedures: FTC, State Attorney General, Consumer Agencies
  B. List of Selected Statutes Authorizing Award of Consumer's Attorney's Fees

INDEX


THE DOOR-TO-DOOR CAREER CON
... ARE YOU EARNING WHAT YOU'RE REALLY WORTH? ...
MAY I STEP IN A MOMENT?
THIS SUCKER PROBABLY THINKS I'VE GOT A JOB FOR HIM! IF HE KNEW I WAS A SALESMAN ABOUT TO FLEECE HIM OUT OF CLOSE TO TWO GRAND, HE PROBABLY WOULDN'T LET ME IN THE DOOR!

The Consumer Law Training Center is a consumer education program, jointly taught and administered by New York Law School, the New York Public Interest Research Group, Inc., and Brooklyn Legal Services Corporation B.

New York Law School is an urban affairs-oriented law school, located near the heart of New York City's government and business districts.

New York Public Interest Research Group, Inc. (NYPIRG) is a state-wide non-partisan research and advocacy organization funded and directed by college students. Its main areas of concern are consumer protection, energy, fiscal responsibility, political reform, and social justice.

Brooklyn Legal Services Corporation B offers free neighborhood legal services to the poor, as part of the city-wide program of Community Action for Legal Services.

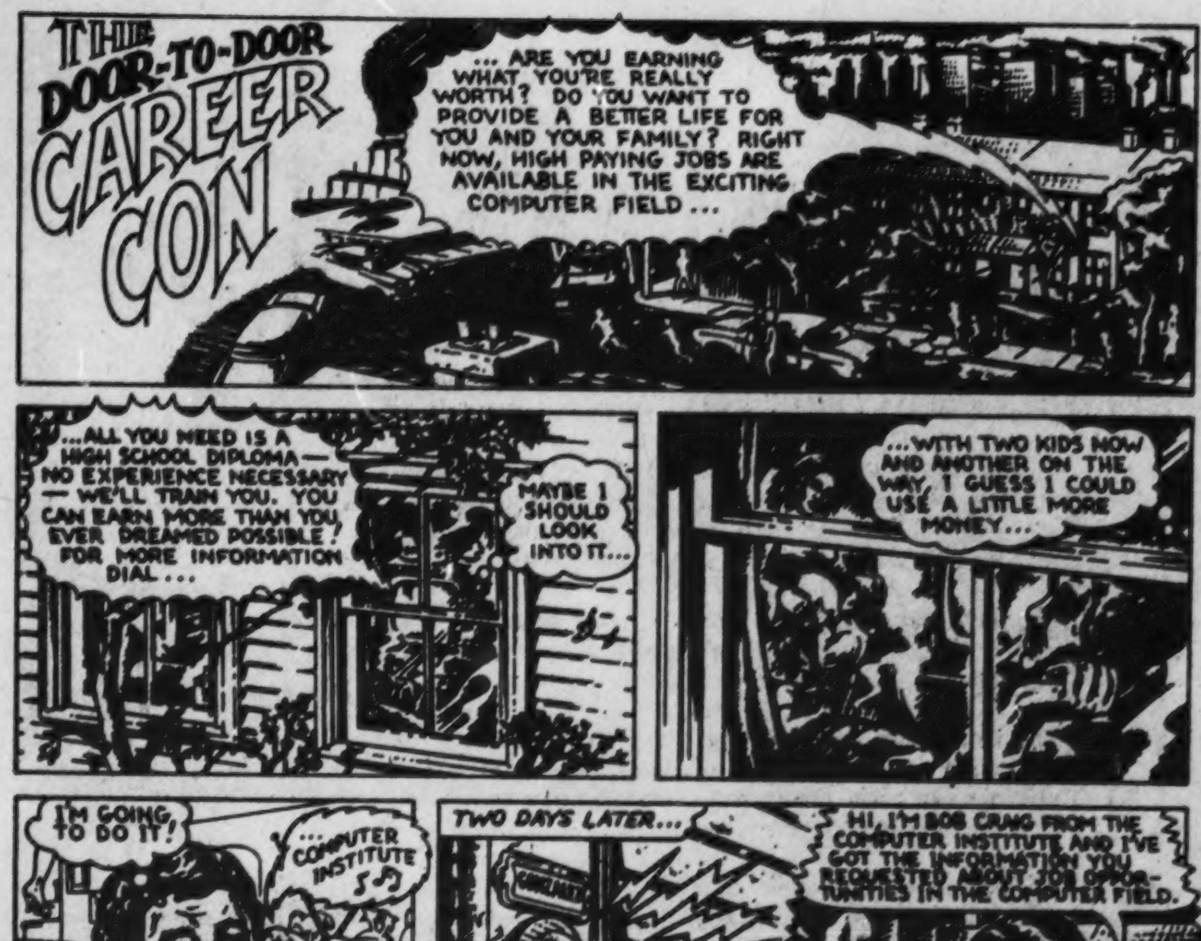
The Consumer Law Training Center is funded by a grant from the Office of Education, U.S. Department of Health, Education and Welfare. The views or opinions expressed herein, however, do not necessarily represent official Office of Education position or policy.

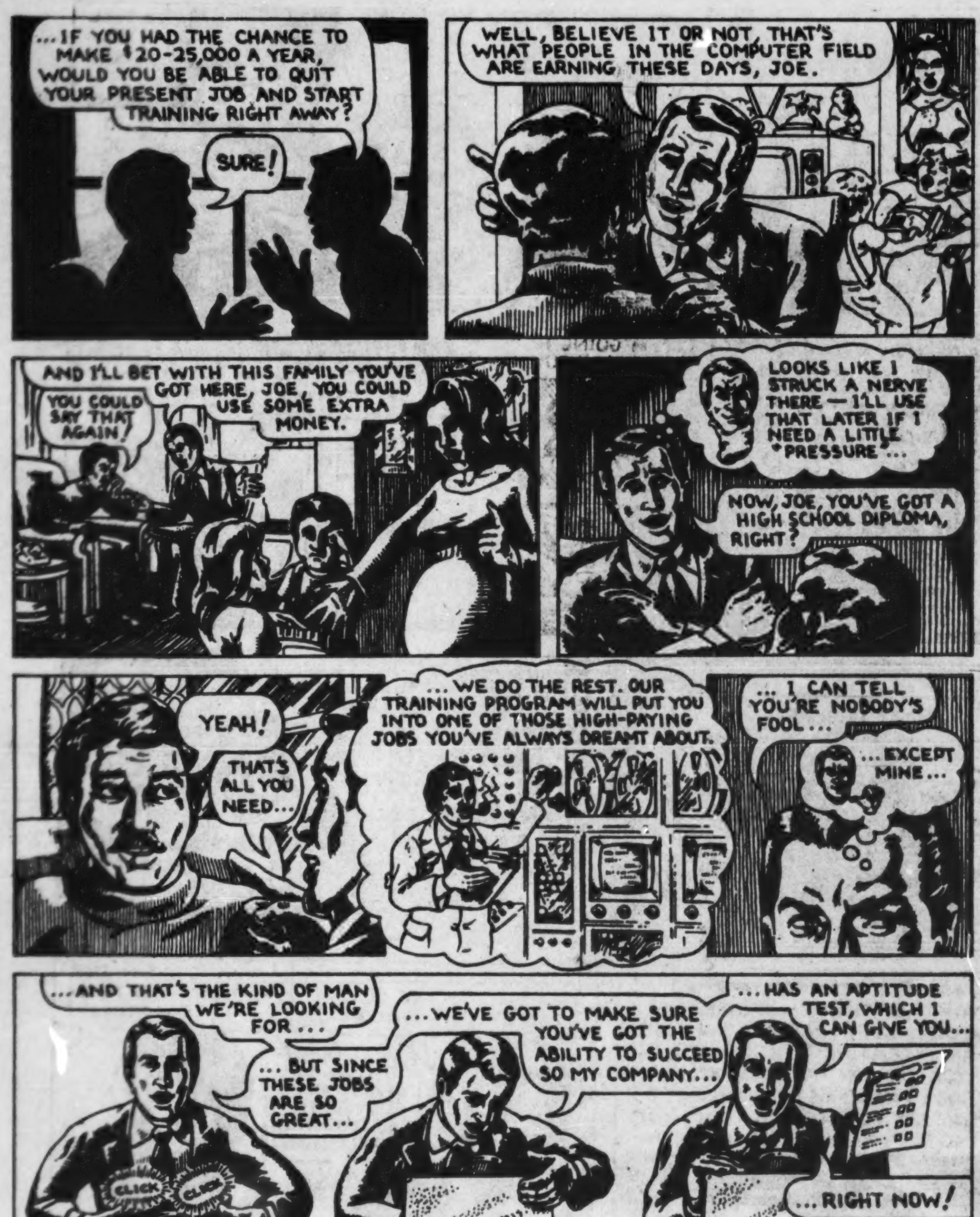
All characters and organizations represented in "The Door-to-Door Career Con" are fictional. Any resemblance to real characters or organizations is purely coincidental.

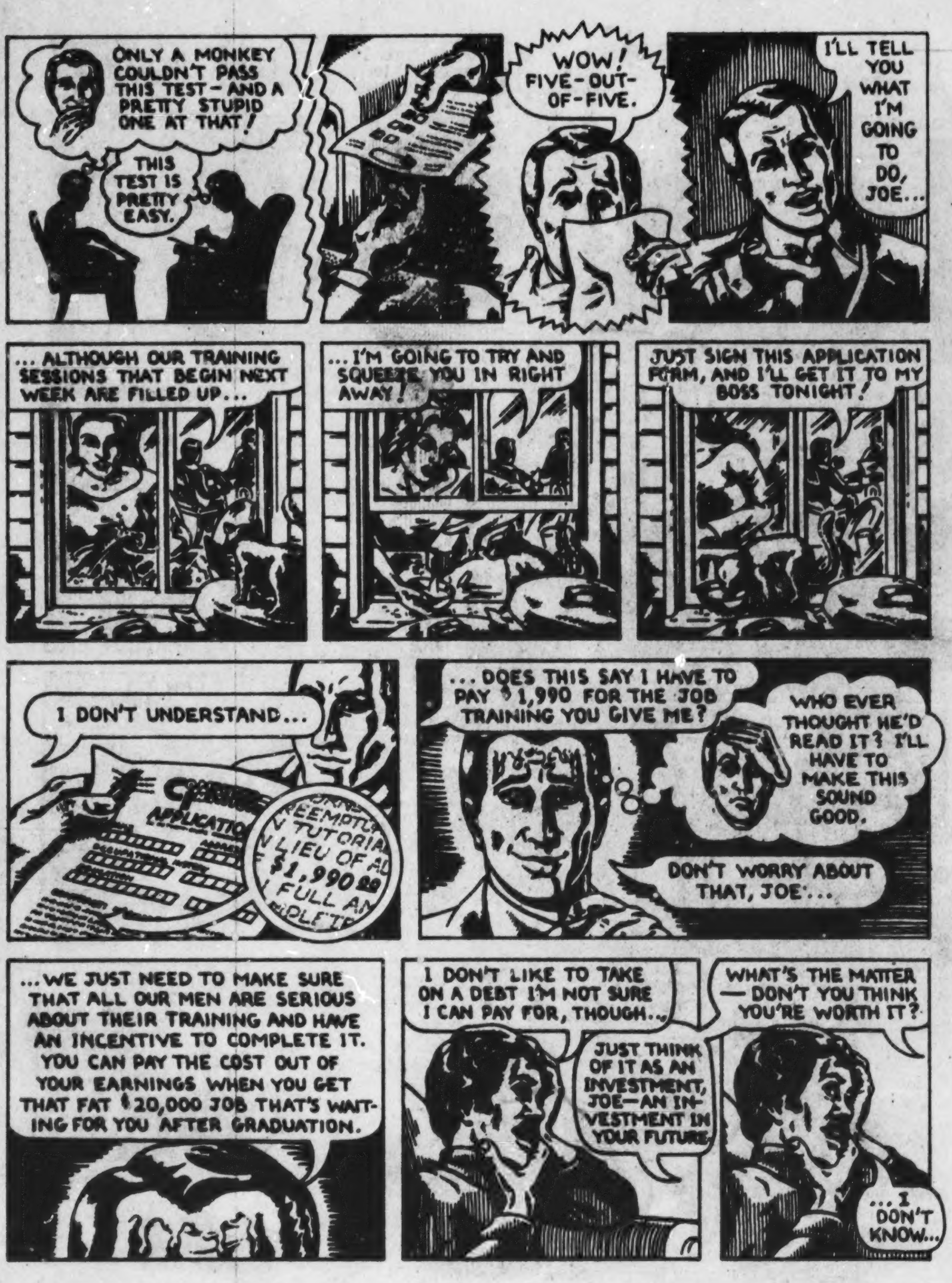
For information on obtaining additional copies of "The Door-to-Door Career Con" write to:

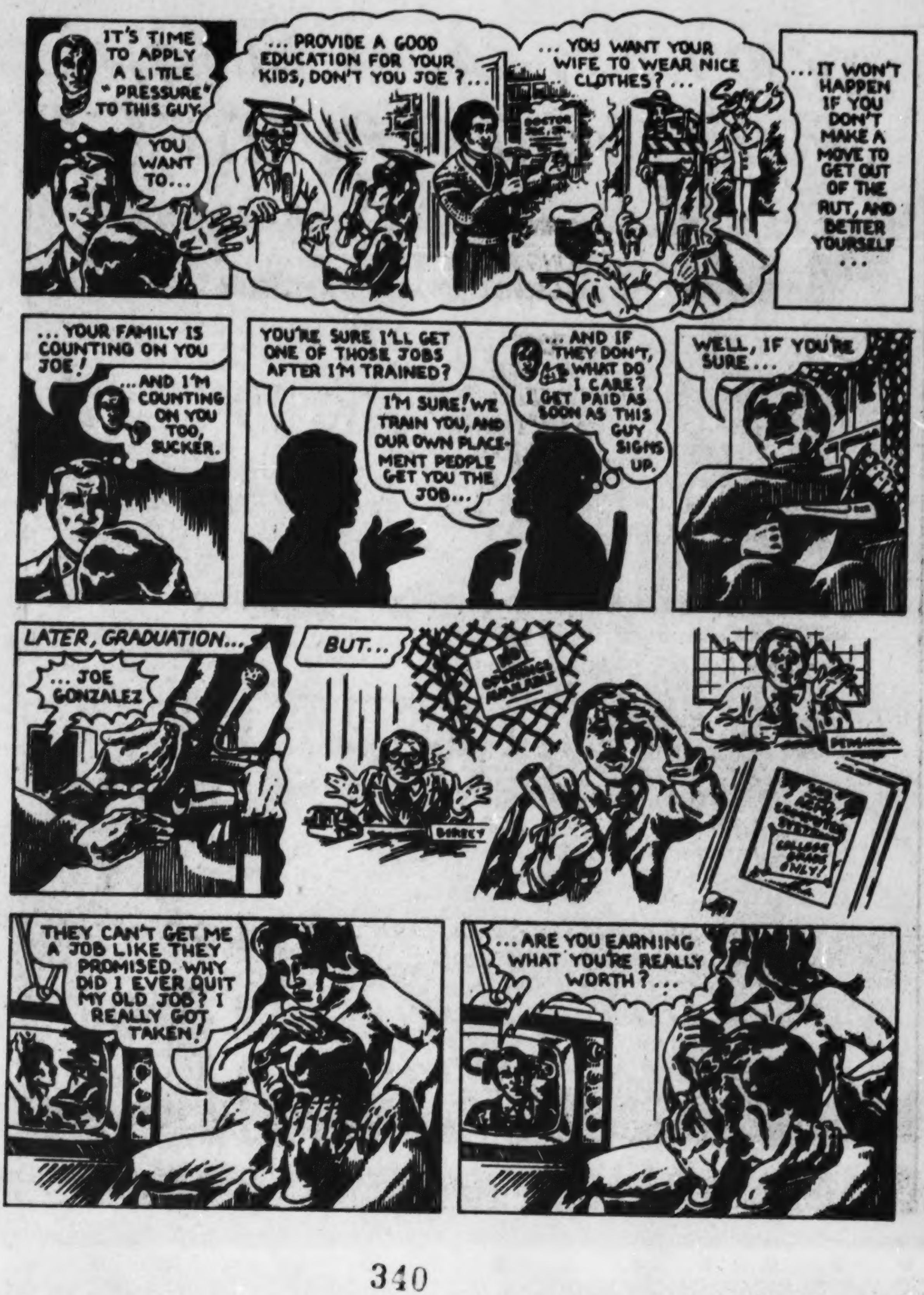
Consumer Law Training Center
New York Law School
57 Worth Street
New York, New York 10013

Text by Stephen A. Newman
Art by Michael Kanarek


THE DOOR-TO-DOOR CAREER CON
... ARE YOU EARNING WHAT YOU'RE REALLY WORTH? DO YOU WANT TO PROVIDE A BETTER LIFE FOR YOU AND YOUR FAMILY? RIGHT NOW, HIGH PAYING JOBS ARE AVAILABLE IN THE EXCITING COMPUTER FIELD ...
...ALL YOU NEED IS A HIGH SCHOOL DIPLOMA— NO EXPERIENCE NECESSARY — WE'LL TRAIN YOU. YOU CAN EARN MORE THAN YOU EVER DREAMED POSSIBLE! FOR MORE INFORMATION DIAL ...
MAYBE I SHOULD LOOK INTO IT...
...WITH TWO KIDS NOW AND ANOTHER ON THE WAY, I GUESS I COULD USE A LITTLE MORE MONEY...
I'M GOING TO DO IT!
... COMPUTER INSTITUTE
I WOULD LIKE SOME INFORMATION.
TWO DAYS LATER...
HI, I'M BOB CRAIG FROM THE COMPUTER INSTITUTE AND I'VE GOT THE INFORMATION YOU REQUESTED ABOUT JOB OPPORTUNITIES IN THE COMPUTER FIELD.
MAY I STEP IN A MOMENT?
THIS SUCKER PROBABLY THINKS I'VE GOT A JOB FOR HIM! IF HE KNEW I WAS A SALESMAN ABOUT TO FLEECE HIM OUT OF CLOSE TO TWO GRAND, HE PROBABLY WOULDN'T LET ME IN THE DOOR!
NOW...MR. GONZALEZ...
...MAY I CALL YOU JOE?
BEFORE I TELL YOU ABOUT THE INCREDIBLE JOBS MY COMPANY HAS AVAILABLE IN THE COMPUTER FIELD
THERE'S ONE THING I NEED TO BE SURE OF...


...IF YOU HAD THE CHANCE TO MAKE $20-25,000 A YEAR, WOULD YOU BE ABLE TO QUIT YOUR PRESENT JOB AND START TRAINING RIGHT AWAY?
SURE!
WELL, BELIEVE IT OR NOT, THAT'S WHAT PEOPLE IN THE COMPUTER FIELD ARE EARNING THESE DAYS, JOE.
AND I'LL BET WITH THIS FAMILY YOU'VE GOT HERE, JOE, YOU COULD USE SOME EXTRA MONEY.
YOU COULD SAY THAT AGAIN!
LOOKS LIKE I STRUCK A NERVE THERE — I'LL USE THAT LATER IF I NEED A LITTLE "PRESSURE"...
NOW, JOE, YOU'VE GOT A HIGH SCHOOL DIPLOMA, RIGHT?
YEAH!
THAT'S ALL YOU NEED...
...WE DO THE REST. OUR TRAINING PROGRAM WILL PUT YOU INTO ONE OF THOSE HIGH-PAYING JOBS YOU'VE ALWAYS DREAMT ABOUT.
...I CAN TELL YOU'RE NOBODY'S FOOL...
...EXCEPT MINE...
...AND THAT'S THE KIND OF MAN WE'RE LOOKING FOR...
...BUT SINCE THESE JOBS ARE SO GREAT...
CLICK
CLICK
...WE'VE GOT TO MAKE SURE YOU'VE GOT THE ABILITY TO SUCCEED SO MY COMPANY...
...HAS AN APTITUDE TEST, WHICH I CAN GIVE YOU...
...RIGHT NOW!


ONLY A MONKEY COULDN'T PASS THIS TEST—AND A PRETTY STUPID ONE AT THAT!
THIS TEST IS PRETTY EASY.
WOW! FIVE-OUT-OF-FIVE.
I'LL TELL YOU WHAT I'M GOING TO DO, JOE...
... ALTHOUGH OUR TRAINING SESSIONS THAT BEGIN NEXT WEEK ARE FILLED UP...
... I'M GOING TO TRY AND SQUEEZE YOU IN RIGHT AWAY!
JUST SIGN THIS APPLICATION FORM, AND I'LL GET IT TO MY BOSS TONIGHT!
I DON'T UNDERSTAND...
APPLICATION
PREEMPTIO
N TUTORIA
LIEU OF AL
$1,990.00
FULL AN
... DOES THIS SAY I HAVE TO PAY $1,990 FOR THE JOB TRAINING YOU GIVE ME?
WHO EVER THOUGHT HE'D READ IT? I'LL HAVE TO MAKE THIS SOUND GOOD.
DON'T WORRY ABOUT THAT, JOE...
... WE JUST NEED TO MAKE SURE THAT ALL OUR MEN ARE SERIOUS ABOUT THEIR TRAINING AND HAVE AN INCENTIVE TO COMPLETE IT. YOU CAN PAY THE COST OUT OF YOUR EARNINGS WHEN YOU GET THAT FAT $20,000 JOB THAT'S WAITING FOR YOU AFTER GRADUATION.
I DON'T LIKE TO TAKE ON A DEBT I'M NOT SURE I CAN PAY FOR, THOUGH...
JUST THINK OF IT AS AN INVESTMENT, JOE—AN INVESTMENT IN YOUR FUTURE.
WHAT'S THE MATTER—DON'T YOU THINK YOU'RE WORTH IT?
... I DON'T KNOW...


IT'S TIME TO APPLY A LITTLE "PRESSURE" TO THIS GUY.
YOU WANT TO...
... PROVIDE A GOOD EDUCATION FOR YOUR KIDS, DON'T YOU JOE ?...
... YOU WANT YOUR WIFE TO WEAR NICE CLOTHES ? ...
... IT WON'T HAPPEN IF YOU DON'T MAKE A MOVE TO GET OUT OF THE RUT, AND BETTER YOURSELF ...
... YOUR FAMILY IS COUNTING ON YOU JOE!
...AND I'M COUNTING ON YOU TOO, SUCKER.
YOU'RE SURE I'LL GET ONE OF THOSE JOBS AFTER I'M TRAINED?
I'M SURE! WE TRAIN YOU, AND OUR OWN PLACEMENT PEOPLE GET YOU THE JOB...
... AND IF THEY DON'T, WHAT DO I CARE? I GET PAID AS SOON AS THIS GUY SIGNS UP.
WELL, IF YOU'RE SURE...
LATER, GRADUATION...
... JOE GONZALEZ
BUT...
NO OPENINGS AVAILABLE
DIRECT
COLLEGE GRADS ONLY!
THEY CAN'T GET ME A JOB LIKE THEY PROMISED. WHY DID I EVER QUIT MY OLD JOB? I REALLY GOT TAKEN!
... ARE YOU EARNING WHAT YOU'RE REALLY WORTH ? ...

DON'T GET CAUGHT IN THE DOOR-TO-DOOR HUSTLE!

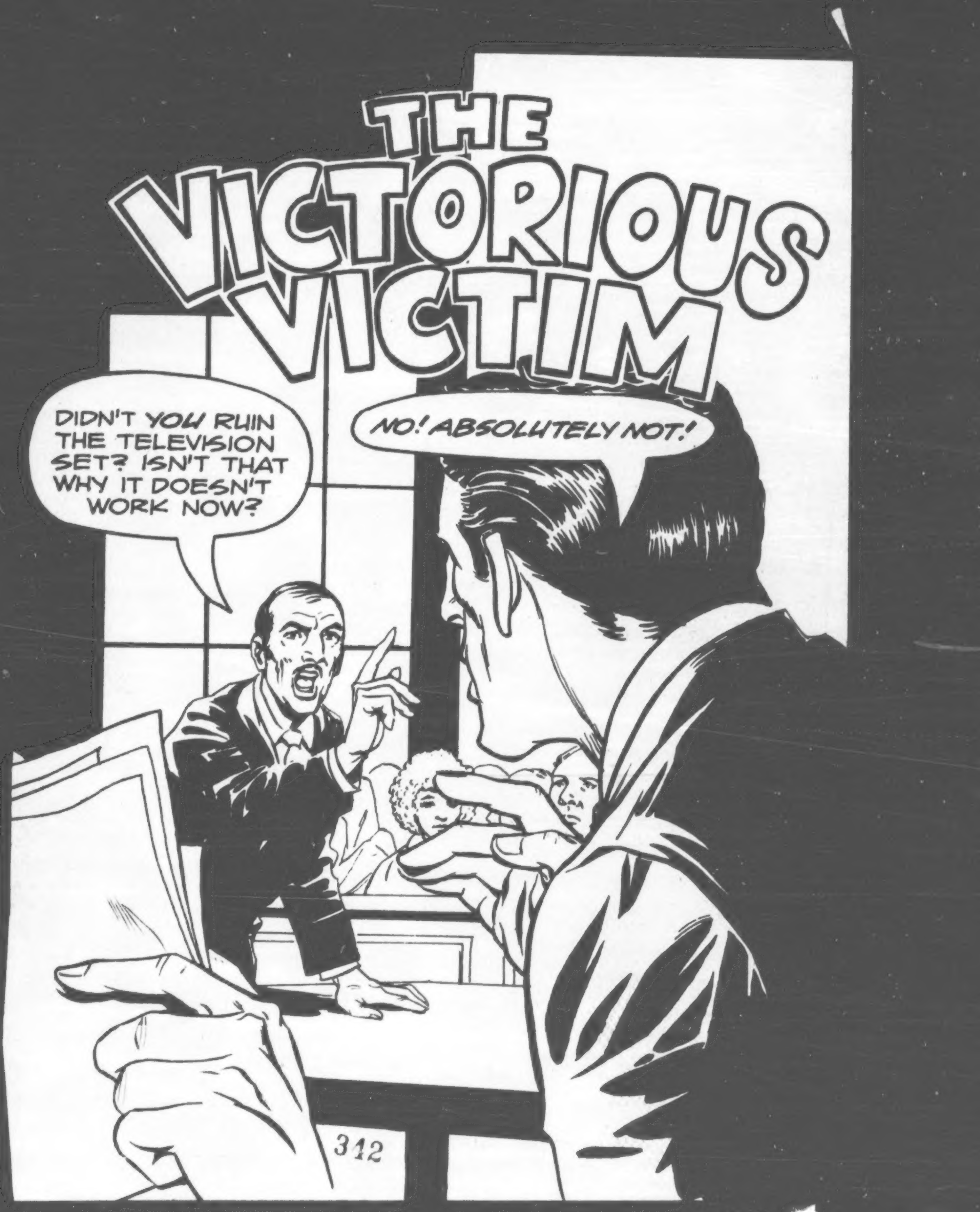
BEWARE OF BUYING FROM ANY DOOR-TO-DOOR SALESPERSON

- **FRAUD** AND UNFAIR DEALING **ARE COMMON.**
- DOOR-TO-DOOR BUYING USUALLY IS **MORE EXPENSIVE** THAN STORE BUYING.
- RESIST **"PRESSURE TACTICS"**– IF YOU ARE PRESSURED TO "SIGN IMMEDIATELY," INSTRUCT THE SELLER TO LEAVE.
- NEVER DECIDE IMMEDIATELY: ALWAYS TELL THE SALESPERSON YOU NEED A FEW DAYS TO **"THINK IT OVER"**. IF THE OFFER IS VALID, IT WILL BE THERE TOMORROW.
- IF YOU DO SIGN A CONTRACT IN YOUR HOME OR OFFICE, YOU HAVE THE LEGAL RIGHT TO CANCEL THE SALE WITHIN 3 DAYS. YOU MUST **CANCEL IN WRITING!**

BEWARE OF SIGNING EXPENSIVE CONTRACTS FOR VOCATIONAL SCHOOL TRAINING.

- MANY SCHOOLS GIVE **LOW-QUALITY** JOB TRAINING, AND **CANNOT** PLACE THEIR STUDENTS IN **GOOD JOBS.**
- BEFORE SIGNING UP FOR VOCATIONAL TRAINING:
  - ASK HOW MANY OF LAST YEAR'S GRADUATES GOT JOBS IN THE FIELD.
  - FIND OUT WHAT THE DROP OUT RATE IS. IN MANY SCHOOLS MORE STUDENTS DROP OUT OF THE COURSE THAN FINISH IT!
  - CALL POTENTIAL EMPLOYERS AND ASK THEM WHETHER THEY WOULD HIRE YOU IF YOU GRADUATED FROM THIS SCHOOL EMPLOYERS KNOW BEST WHICH SCHOOLS ARE NO GOOD.
  - VISIT A CLASS AND TALK WITH THE STUDENTS.
  - ASK WHAT FEE YOU MUST PAY IF YOU CANCEL YOUR CONTRACT.

THE VICTORIOUS VICTIM


DIDN'T *YOU* RUIN THE TELEVISION SET? ISN'T THAT WHY IT DOESN'T WORK NOW?
NO! ABSOLUTELY NOT!

The Consumer Law Training Center is a joint consumer education program of New York Law School, the New York Public Interest Research Group, Inc., and Brooklyn Legal Services Corporation B.

New York Law School is an urban affairs-oriented law school, which is dedicated to legal education, scholarship, and public service, located near the heart of New York City's government and business districts.

New York Public Interest Research Group, Inc. (NYPIRG) is a state-wide nonpartisan research and advocacy organization directed by college students. Its main areas of concern are consumer protection, energy, fiscal responsibility, political reform, and social justice.

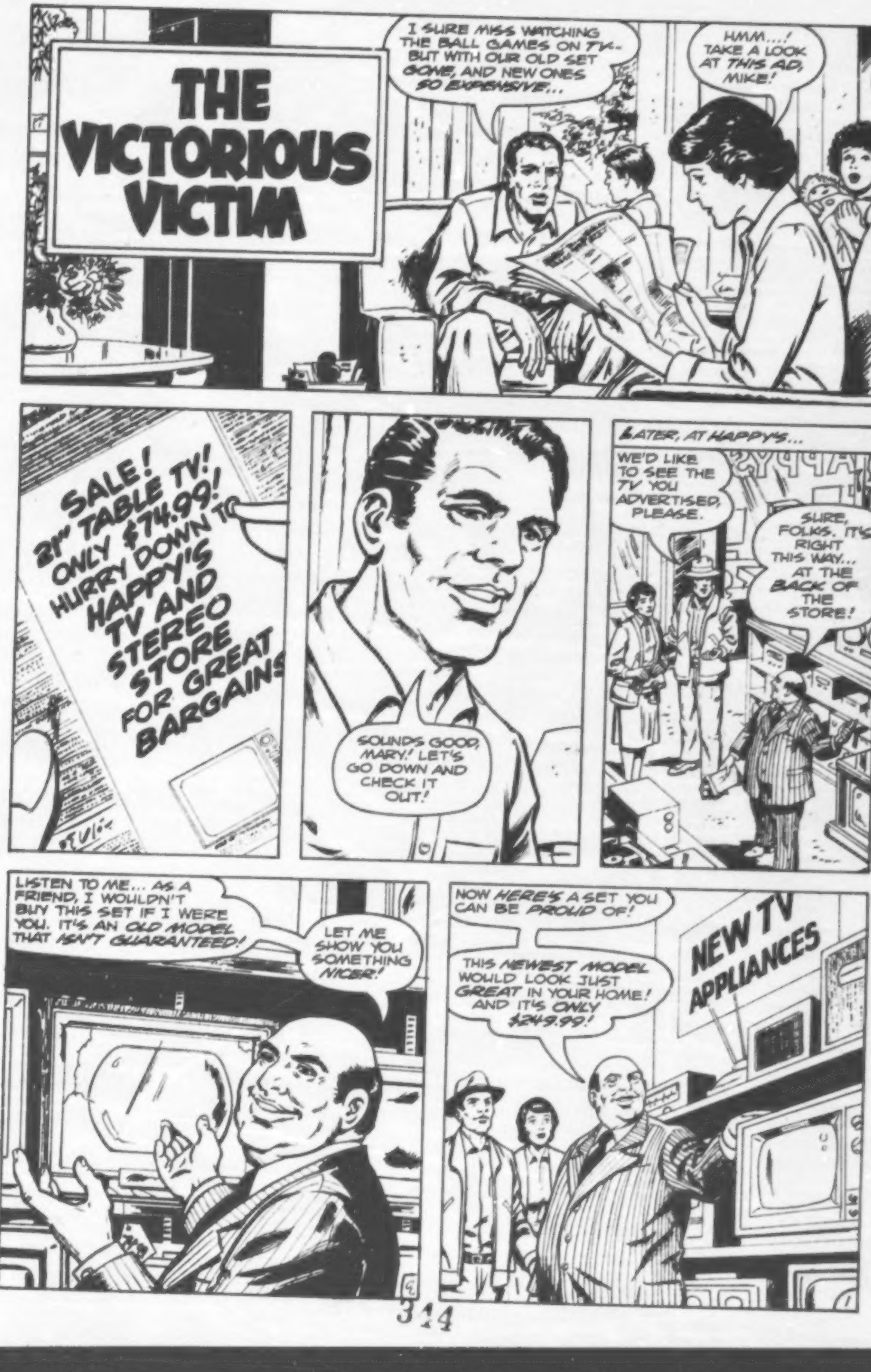
Brooklyn Legal Services Corporation B offers free neighborhood legal services to the poor, as part of the city-wide program of Community Action for Legal Services.

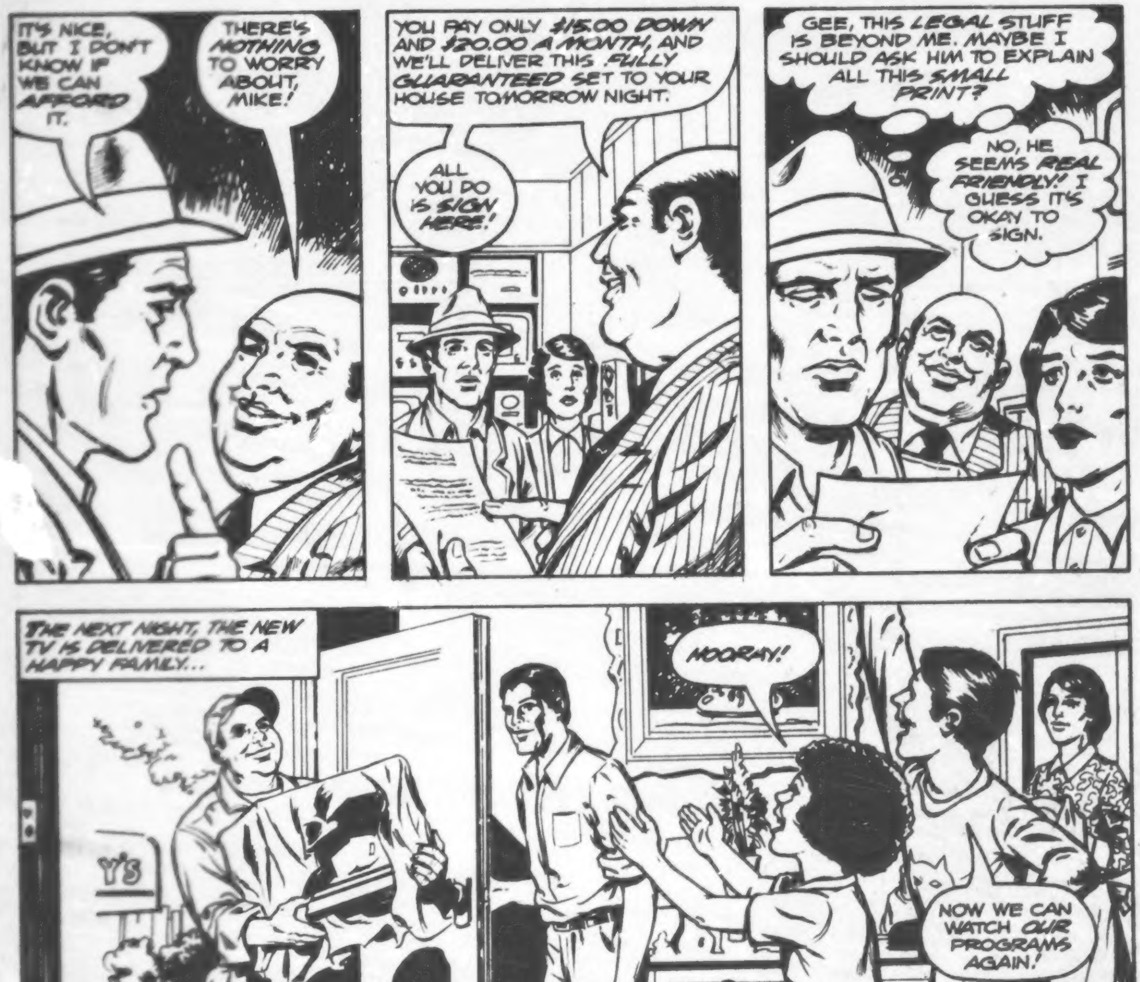
The Consumer Law Training Center is funded by a grant from the Office of Education, Community Service and Continuing Education Program. The views or opinions expressed herein, however, do not necessarily represent official Office of Education position or policy.

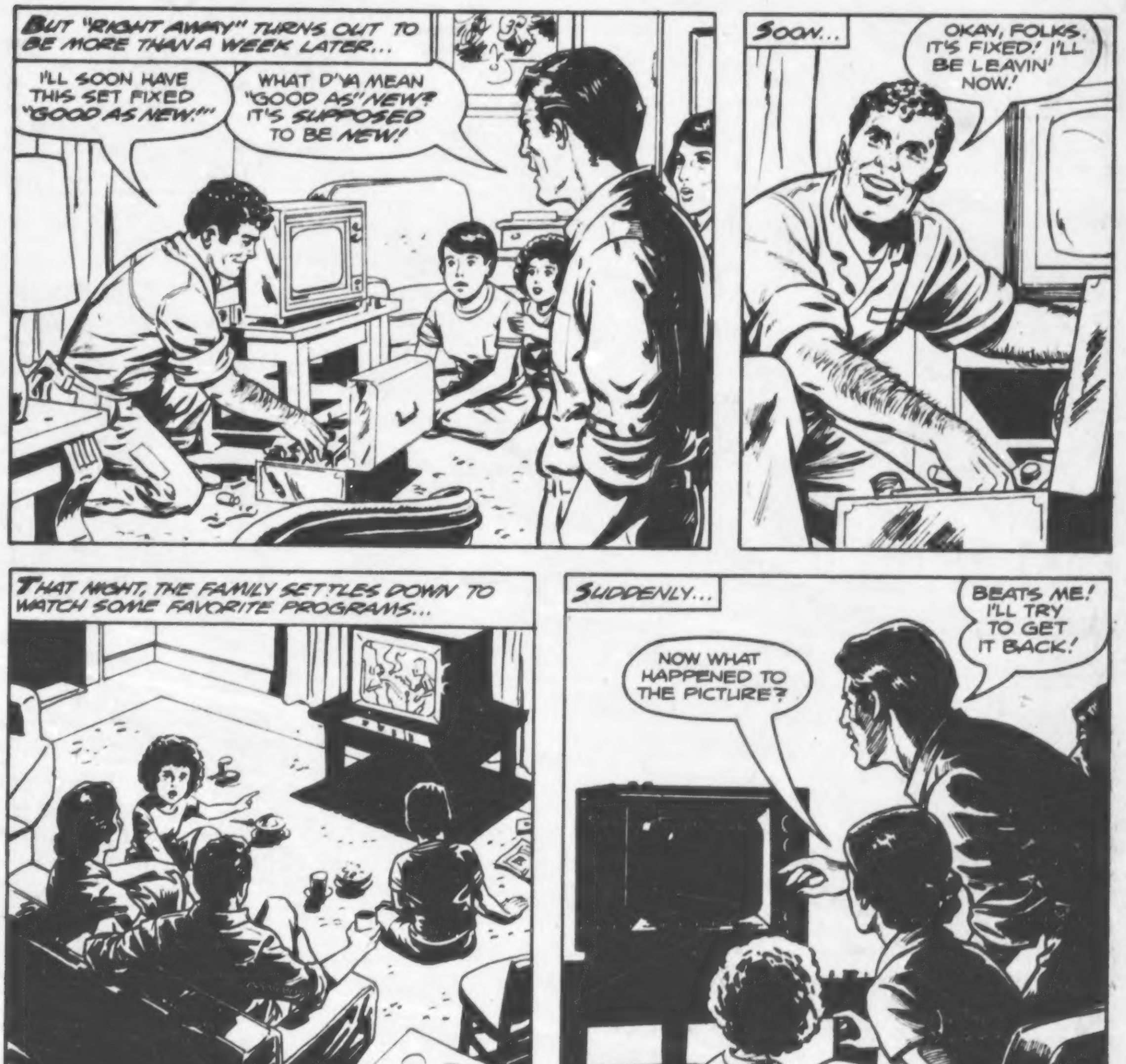
For information on obtaining additional copies of "The Victorious Victim" write to:
Consumer Law Training Center
New York Law School
57 Worth Street
New York, New York 10013.

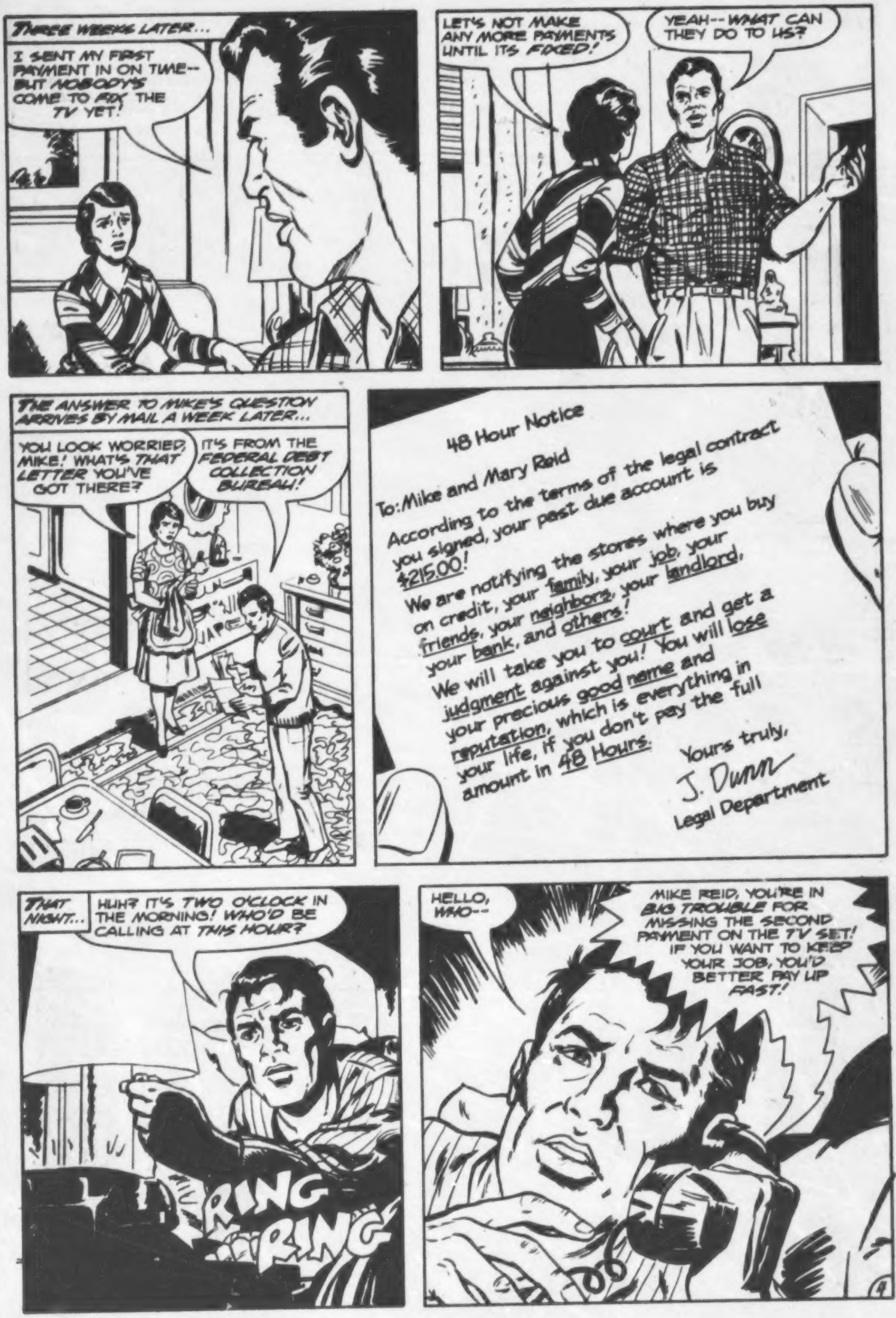
Text by Douglas V. Ackerman, Nancy Kramer and Stephen A. Newman
Art by William Draut
Inking and Lettering by Andrew Mushynsky, Larry "Buster" Lee and John Workman

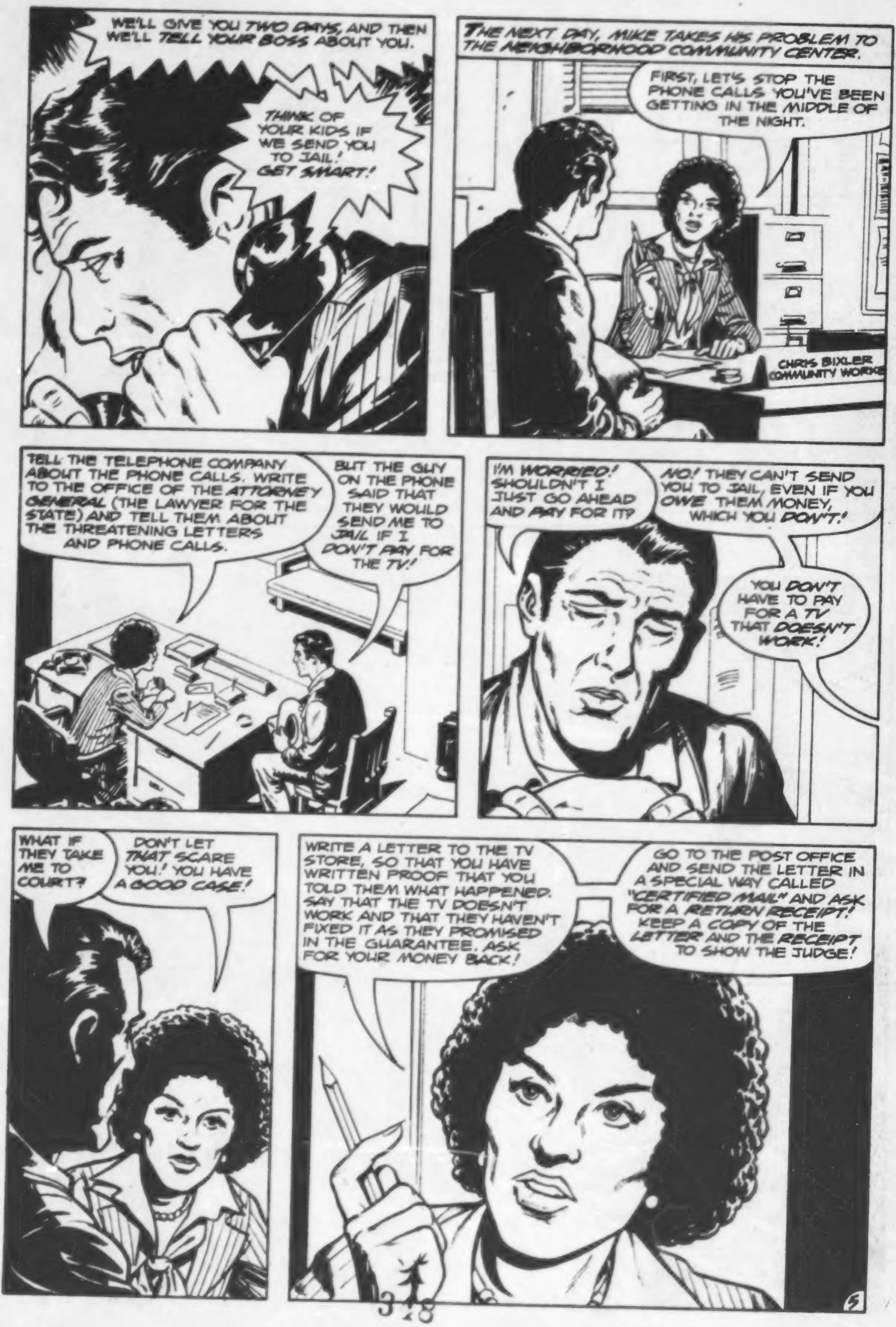
The characters and organizations represented are fictional. Any resemblance to real characters or organizations is purely coincidental.

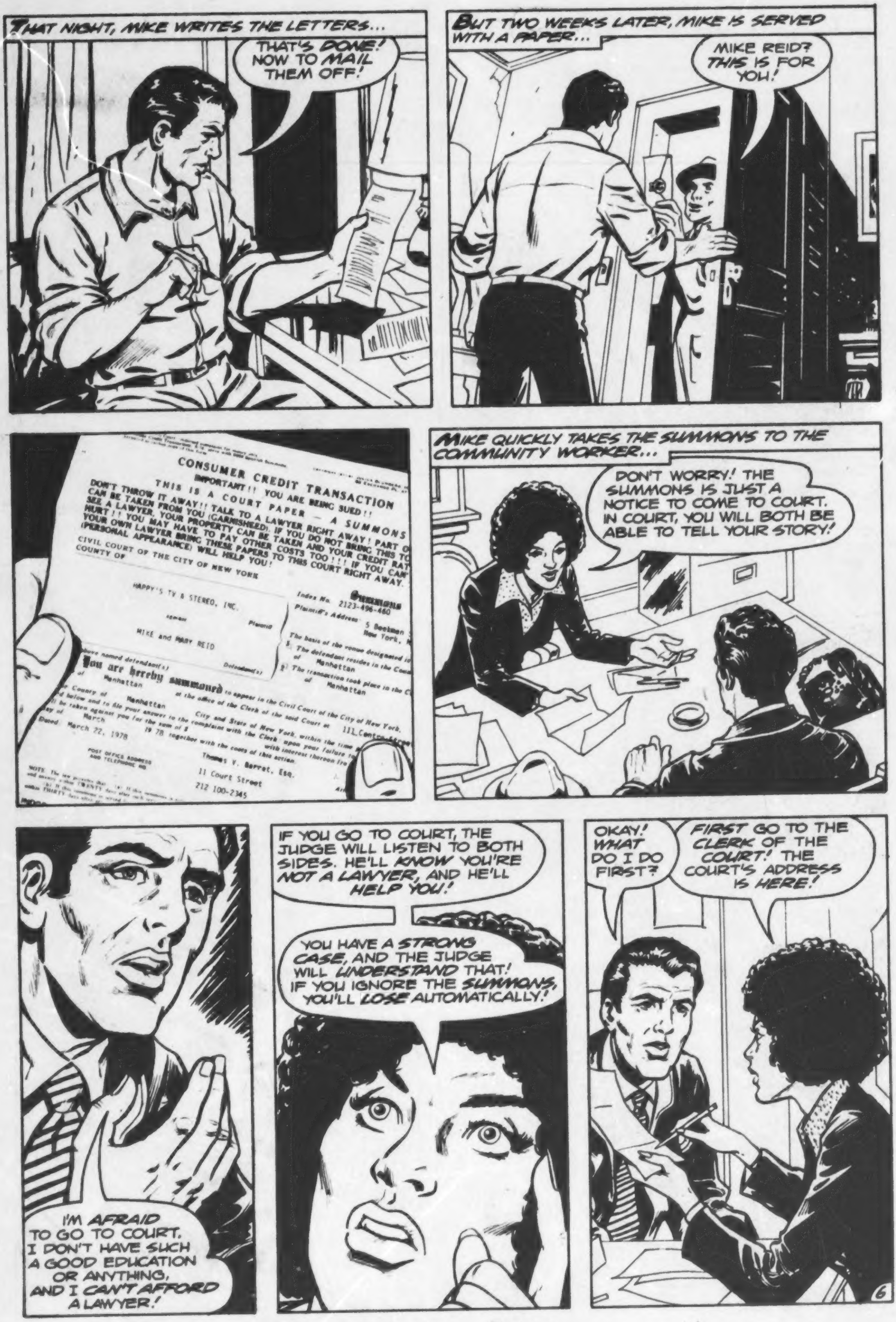

THE VICTORIOUS VICTIM
I SURE MISS WATCHING THE BALL GAMES ON TV... BUT WITH OUR OLD SET *GONE*, AND NEW ONES *SO EXPENSIVE*...
HMM...! TAKE A LOOK AT *THIS AD*, MIKE!
SALE! 21" TABLE TV! ONLY $74.99! HURRY DOWN TO HAPPY'S TV AND STEREO STORE FOR GREAT BARGAINS
SOUNDS GOOD, MARY! LET'S GO DOWN AND CHECK IT OUT!
LATER, AT HAPPY'S...
WE'D LIKE TO SEE THE *TV* YOU ADVERTISED, PLEASE.
SURE, FOLKS. IT'S RIGHT THIS WAY... AT THE *BACK OF THE STORE!*
LISTEN TO ME... AS A FRIEND, I WOULDN'T BUY THIS SET IF I WERE YOU. IT'S AN *OLD MODEL* THAT *ISN'T GUARANTEED!*
LET ME SHOW YOU SOMETHING *NICER!*
NOW *HERE'S* A SET YOU CAN BE *PROUD OF!*
THIS *NEWEST MODEL* WOULD LOOK JUST *GREAT* IN YOUR HOME! AND IT'S *ONLY* $249.99!
NEW TV APPLIANCES

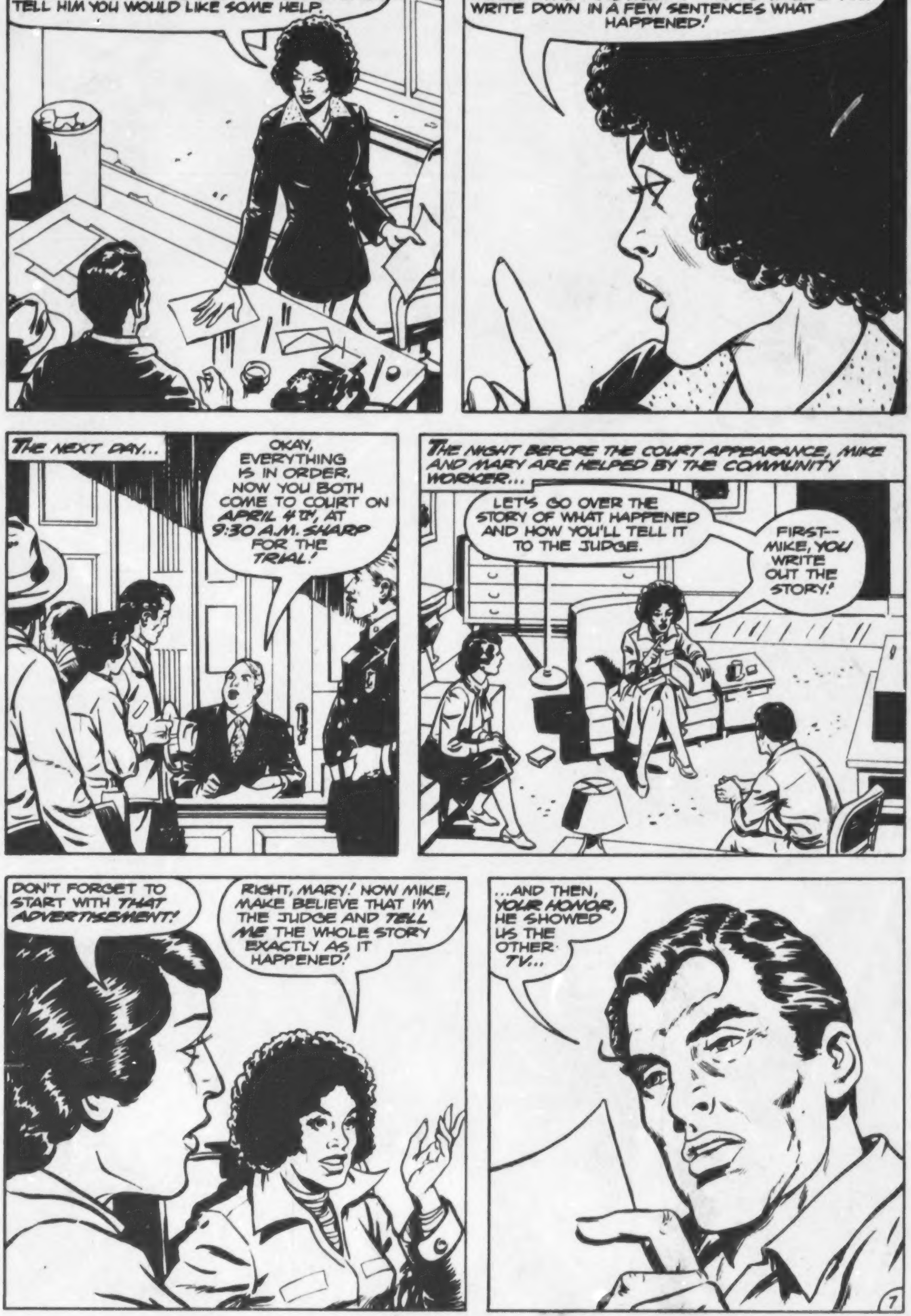

IT'S NICE, BUT I DON'T KNOW IF WE CAN AFFORD IT.
THERE'S NOTHING TO WORRY ABOUT, MIKE!
YOU PAY ONLY $15.00 DOWN AND $20.00 A MONTH, AND WE'LL DELIVER THIS FULLY GUARANTEED SET TO YOUR HOUSE TOMORROW NIGHT.
ALL YOU DO IS SIGN HERE!
GEE, THIS LEGAL STUFF IS BEYOND ME. MAYBE I SHOULD ASK HIM TO EXPLAIN ALL THIS SMALL PRINT?
NO, HE SEEMS REAL FRIENDLY! I GUESS IT'S OKAY TO SIGN.
THE NEXT NIGHT, THE NEW TV IS DELIVERED TO A HAPPY FAMILY...
Y'S
HOORAY!
NOW WE CAN WATCH OUR PROGRAMS AGAIN!
A SHORT WHILE LATER...
HEY, MA-- WHAT'S THE MATTER WITH THE PICTURE? IT'S ALL FUZZY!
YEAH, CAN'T YOU ADJUST IT, MARY?
I'M TRYING, BUT NOTHING SEEMS TO WORK!
GEE WHIZ--A BRAND NEW SET, AND NO PICTURE!
THE NEXT DAY A DISAPPOINTED MARY IS BACK AT HAPPY'S TO COMPLAIN...
DON'T WORRY, MA'AM --WE'LL SEND A REPAIR MAN OUT TO FIX IT RIGHT AWAY!

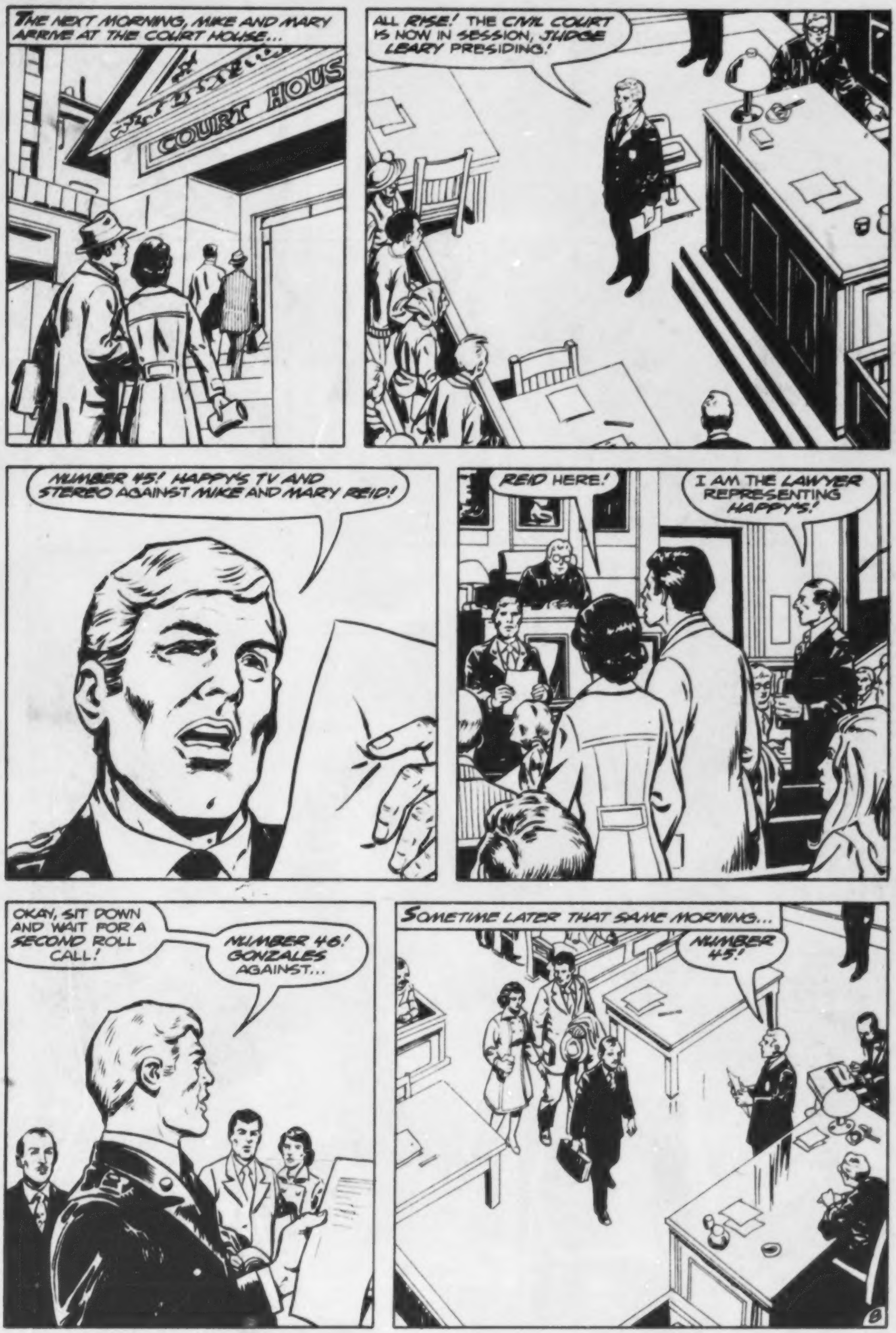

BUT "RIGHT AWAY" TURNS OUT TO BE MORE THAN A WEEK LATER...
I'LL SOON HAVE THIS SET FIXED "GOOD AS NEW!"
WHAT D'YA MEAN "GOOD AS" NEW? IT'S SUPPOSED TO BE NEW!
SOON...
OKAY, FOLKS. IT'S FIXED! I'LL BE LEAVIN' NOW!
THAT NIGHT, THE FAMILY SETTLES DOWN TO WATCH SOME FAVORITE PROGRAMS...
SUDDENLY...
NOW WHAT HAPPENED TO THE PICTURE?
BEATS ME! I'LL TRY TO GET IT BACK!
NO WAY IT'S GONNA WORK! I'M CALLIN' HAPPY'S RIGHT AWAY AND GIVE 'EM A PIECE OF MY MIND!
OKAY, OKAY-- CALM DOWN! I'LL SEND THE REPAIR MAN OUT AGAIN! BUT, YOU BE SURE TO REMEMBER THAT YOUR FIRST PAYMENT IS DUE ON THE 15TH!
3

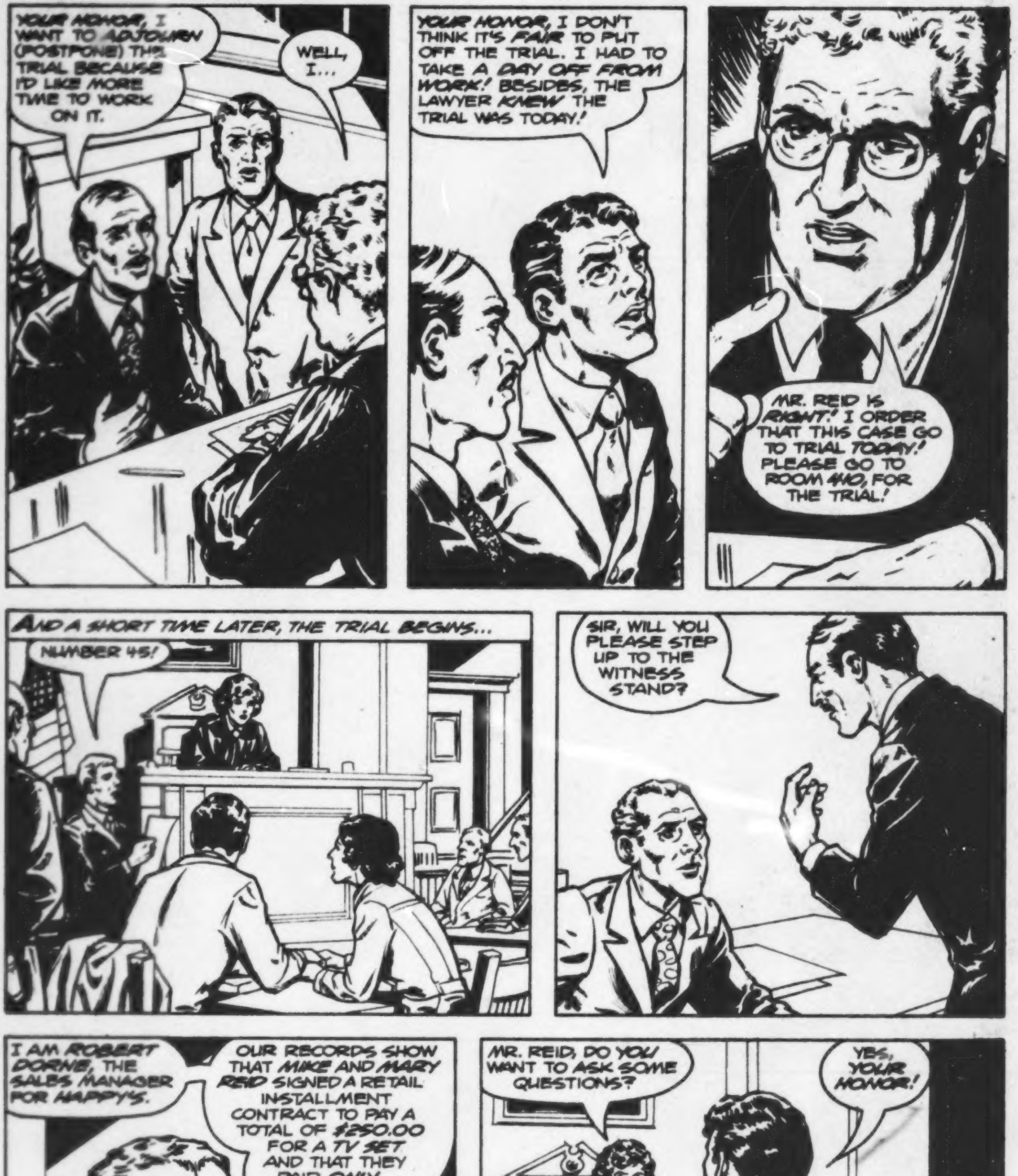

THREE WEEKS LATER...
I SENT MY FIRST PAYMENT IN ON TIME-- BUT NOBODY'S COME TO FIX THE TV YET!
LET'S NOT MAKE ANY MORE PAYMENTS UNTIL ITS FIXED!
YEAH-- WHAT CAN THEY DO TO US?
THE ANSWER TO MIKE'S QUESTION ARRIVES BY MAIL A WEEK LATER...
YOU LOOK WORRIED, MIKE! WHAT'S THAT LETTER YOU'VE GOT THERE?
IT'S FROM THE FEDERAL DEBT COLLECTION BUREAU!
48 Hour Notice
To: Mike and Mary Reid
According to the terms of the legal contract you signed, your past due account is $215.00!
We are notifying the stores where you buy on credit, your family, your job, your friends, your neighbors, your landlord, your bank, and others!
We will take you to court and get a judgment against you! You will lose your precious good name and reputation, which is everything in your life, if you don't pay the full amount in 48 Hours.
Yours truly,
J. Dunn
Legal Department
THAT NIGHT...
HUH? IT'S TWO O'CLOCK IN THE MORNING! WHO'D BE CALLING AT THIS HOUR?
RING RING
HELLO, WHO--
MIKE REID, YOU'RE IN BIG TROUBLE FOR MISSING THE SECOND PAYMENT ON THE TV SET! IF YOU WANT TO KEEP YOUR JOB, YOU'D BETTER PAY UP FAST!
9

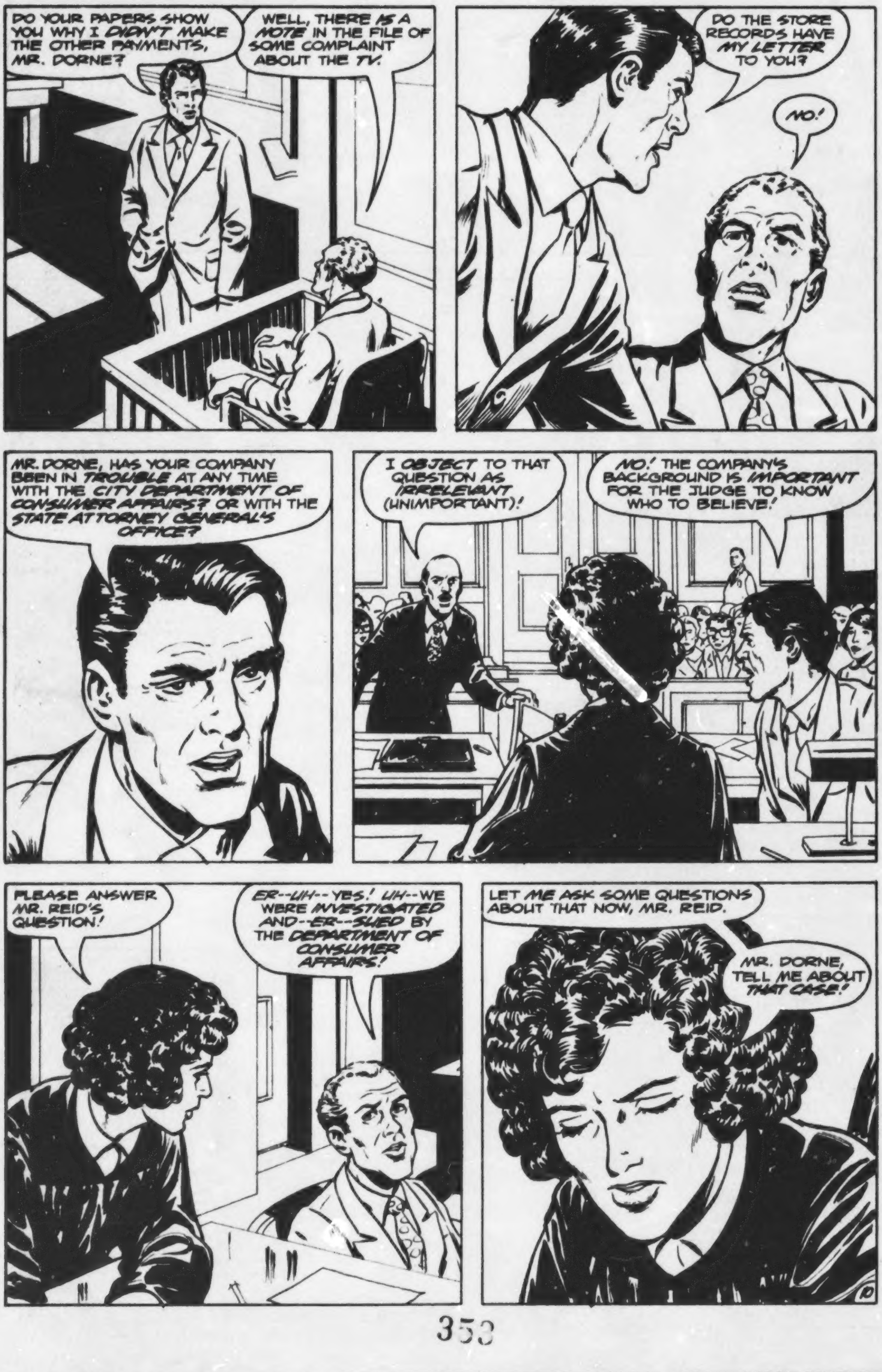

WE'LL GIVE YOU TWO DAYS, AND THEN WE'LL TELL YOUR BOSS ABOUT YOU.
THINK OF YOUR KIDS IF WE SEND YOU TO JAIL! GET SMART!
THE NEXT DAY, MIKE TAKES HIS PROBLEM TO THE NEIGHBORHOOD COMMUNITY CENTER.
FIRST, LET'S STOP THE PHONE CALLS YOU'VE BEEN GETTING IN THE MIDDLE OF THE NIGHT.
CHRIS BIXLER COMMUNITY WORKE
TELL THE TELEPHONE COMPANY ABOUT THE PHONE CALLS. WRITE TO THE OFFICE OF THE ATTORNEY GENERAL (THE LAWYER FOR THE STATE) AND TELL THEM ABOUT THE THREATENING LETTERS AND PHONE CALLS.
BUT THE GUY ON THE PHONE SAID THAT THEY WOULD SEND ME TO JAIL IF I DON'T PAY FOR THE TV!
I'M WORRIED! SHOULDN'T I JUST GO AHEAD AND PAY FOR IT?
NO! THEY CAN'T SEND YOU TO JAIL, EVEN IF YOU OWE THEM MONEY, WHICH YOU DON'T!
YOU DON'T HAVE TO PAY FOR A TV THAT DOESN'T WORK!
WHAT IF THEY TAKE ME TO COURT?
DON'T LET THAT SCARE YOU! YOU HAVE A GOOD CASE!
WRITE A LETTER TO THE TV STORE, SO THAT YOU HAVE WRITTEN PROOF THAT YOU TOLD THEM WHAT HAPPENED. SAY THAT THE TV DOESN'T WORK AND THAT THEY HAVEN'T FIXED IT AS THEY PROMISED IN THE GUARANTEE. ASK FOR YOUR MONEY BACK!
GO TO THE POST OFFICE AND SEND THE LETTER IN A SPECIAL WAY CALLED "CERTIFIED MAIL" AND ASK FOR A RETURN RECEIPT! KEEP A COPY OF THE LETTER AND THE RECEIPT TO SHOW THE JUDGE!
5

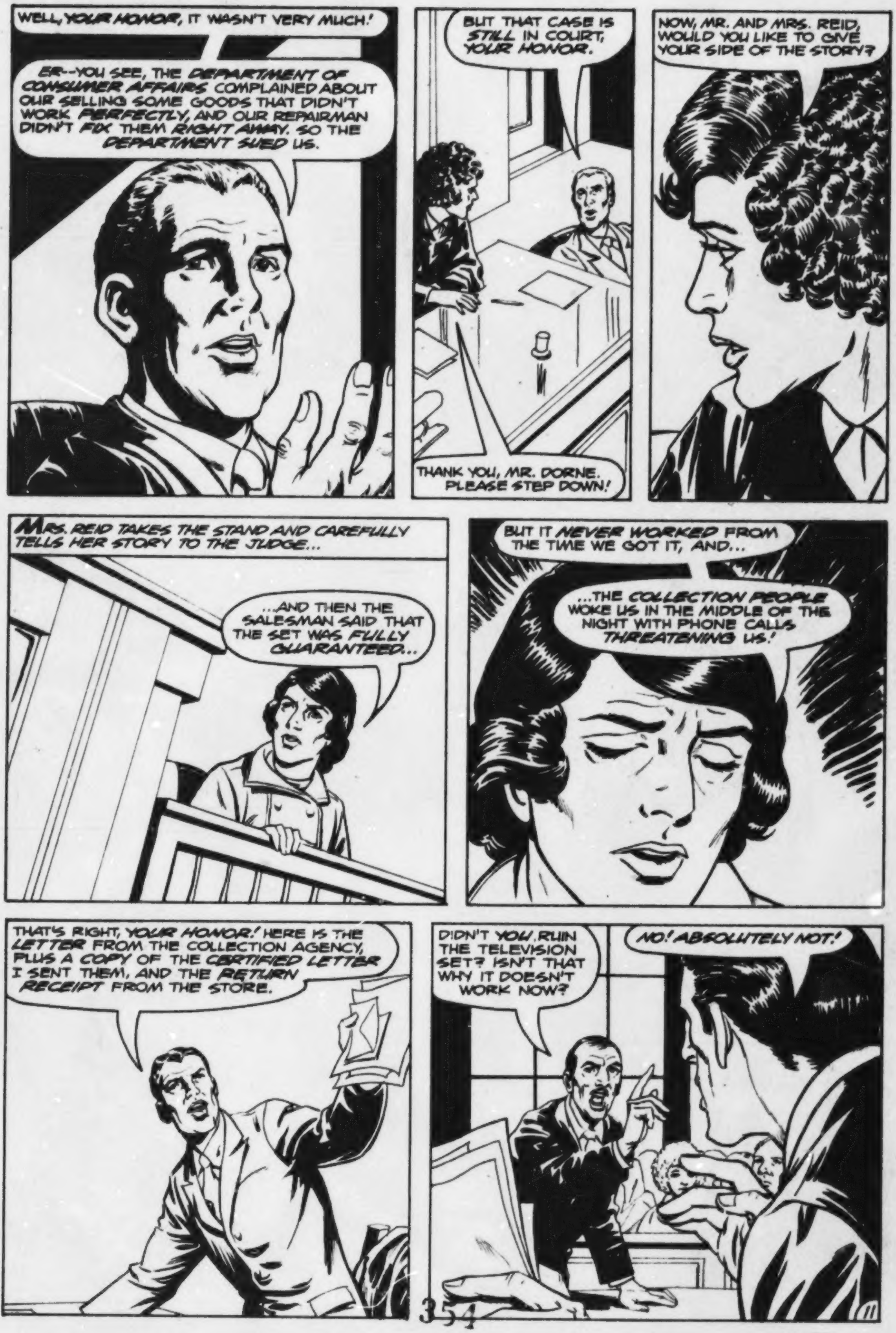

THAT NIGHT, MIKE WRITES THE LETTERS...
THAT'S DONE! NOW TO MAIL THEM OFF!
BUT TWO WEEKS LATER, MIKE IS SERVED WITH A PAPER...
MIKE REID? THIS IS FOR YOU!
CONSUMER CREDIT TRANSACTION
IMPORTANT!! YOU ARE BEING SUED!!
THIS IS A COURT PAPER — A SUMMONS
DON'T THROW IT AWAY!! TALK TO A LAWYER RIGHT AWAY! PART O
CAN BE TAKEN FROM YOU (GARNISHEED). IF YOU DO NOT BRING THIS TO
SEE A LAWYER, YOUR PROPERTY CAN BE TAKEN AND YOUR CREDIT RAT
HURT!! YOU MAY HAVE TO PAY OTHER COSTS TOO!!! IF YOU CAN'
YOUR OWN LAWYER BRING THESE PAPERS TO THIS COURT RIGHT AWAY.
(PERSONAL APPEARANCE) WILL HELP YOU!
CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF
HAPPY'S TV & STEREO, INC.
Plaintiff
against
MIKE and MARY REID
Defendant(s)
Summons
Index No. 2123-496-460
Plaintiff's Address 5 Beekman
New York,
You are hereby summoned to appear in the Civil Court of the City of New York,
Manhattan
Manhattan
at the office of the Clerk of the said Court at 111 Centre Street
City and State of New York, within the time
March
19 78 together with the costs of this action
Dated March 22, 1978
Thomas V. Barret, Esq.
11 Court Street
212 100-2345
MIKE QUICKLY TAKES THE SUMMONS TO THE COMMUNITY WORKER...
DON'T WORRY! THE SUMMONS IS JUST A NOTICE TO COME TO COURT. IN COURT, YOU WILL BOTH BE ABLE TO TELL YOUR STORY!
I'M AFRAID TO GO TO COURT. I DON'T HAVE SUCH A GOOD EDUCATION OR ANYTHING, AND I CAN'T AFFORD A LAWYER!
IF YOU GO TO COURT, THE JUDGE WILL LISTEN TO BOTH SIDES. HE'LL KNOW YOU'RE NOT A LAWYER, AND HE'LL HELP YOU!
YOU HAVE A STRONG CASE, AND THE JUDGE WILL UNDERSTAND THAT! IF YOU IGNORE THE SUMMONS, YOU'LL LOSE AUTOMATICALLY!
OKAY! WHAT DO I DO FIRST?
FIRST GO TO THE CLERK OF THE COURT! THE COURT'S ADDRESS IS HERE!
6

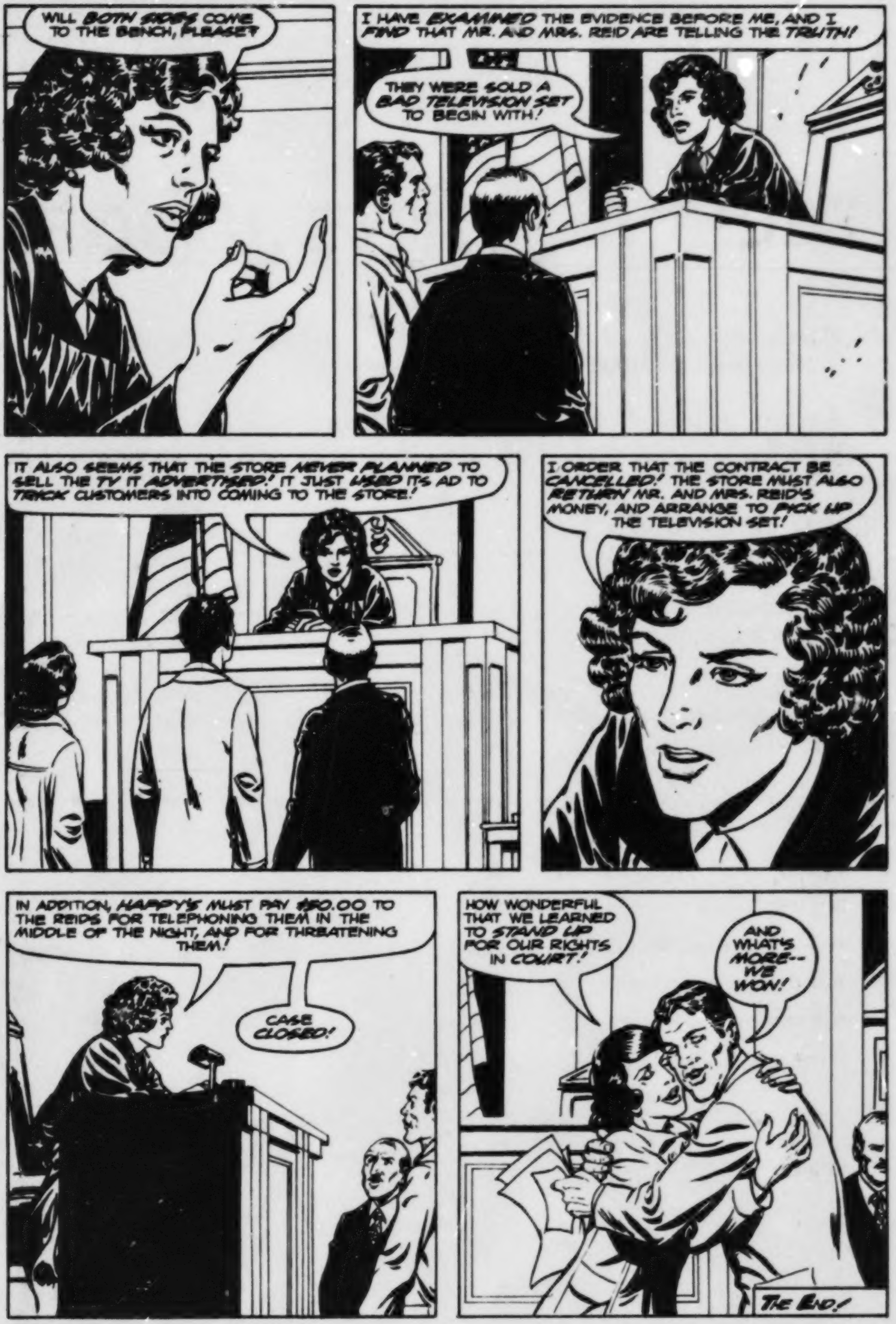

THERE IS USUALLY A SPECIAL CLERK TO HELP PEOPLE WHO DON'T HAVE LAWYERS. TELL HIM YOU WOULD LIKE SOME HELP.
THE FIRST THING YOU'LL DO IS FILL IN A FORM CALLED "THE ANSWER"! THAT'S WHERE YOU WRITE DOWN IN A FEW SENTENCES WHAT HAPPENED!
THE NEXT DAY...
OKAY, EVERYTHING IS IN ORDER. NOW YOU BOTH COME TO COURT ON APRIL 4TH, AT 9:30 A.M. SHARP FOR THE TRIAL!
THE NIGHT BEFORE THE COURT APPEARANCE, MIKE AND MARY ARE HELPED BY THE COMMUNITY WORKER...
LET'S GO OVER THE STORY OF WHAT HAPPENED AND HOW YOU'LL TELL IT TO THE JUDGE.
FIRST-- MIKE, YOU WRITE OUT THE STORY!
DON'T FORGET TO START WITH THAT ADVERTISEMENT!
RIGHT, MARY! NOW MIKE, MAKE BELIEVE THAT I'M THE JUDGE AND TELL ME THE WHOLE STORY EXACTLY AS IT HAPPENED!
...AND THEN, YOUR HONOR, HE SHOWED US THE OTHER TV...
7


THE NEXT MORNING, MIKE AND MARY ARRIVE AT THE COURT HOUSE...
COURT HOUS
ALL RISE! THE CIVIL COURT IS NOW IN SESSION, JUDGE LEARY PRESIDING!
NUMBER 45! HAPPY'S TV AND STEREO AGAINST MIKE AND MARY REID!
REID HERE!
I AM THE LAWYER REPRESENTING HAPPY'S!
OKAY, SIT DOWN AND WAIT FOR A SECOND ROLL CALL!
NUMBER 46! GONZALES AGAINST...
SOMETIME LATER THAT SAME MORNING...
NUMBER 45!
8


YOUR HONOR, I WANT TO ADJOURN (POSTPONE) THE TRIAL BECAUSE I'D LIKE MORE TIME TO WORK ON IT.
WELL, I...
YOUR HONOR, I DON'T THINK IT'S FAIR TO PUT OFF THE TRIAL. I HAD TO TAKE A DAY OFF FROM WORK! BESIDES, THE LAWYER KNEW THE TRIAL WAS TODAY!
MR. REID IS RIGHT! I ORDER THAT THIS CASE GO TO TRIAL TODAY! PLEASE GO TO ROOM 410, FOR THE TRIAL!
AND A SHORT TIME LATER, THE TRIAL BEGINS...
NUMBER 45!
SIR, WILL YOU PLEASE STEP UP TO THE WITNESS STAND?
I AM ROBERT DORNE, THE SALES MANAGER FOR HAPPY'S.
OUR RECORDS SHOW THAT MIKE AND MARY REID SIGNED A RETAIL INSTALLMENT CONTRACT TO PAY A TOTAL OF $250.00 FOR A TV SET AND THAT THEY PAID ONLY $35.00!
MR. REID, DO YOU WANT TO ASK SOME QUESTIONS?
YES, YOUR HONOR!
9


DO YOUR PAPERS SHOW YOU WHY I *DIDN'T* MAKE THE OTHER PAYMENTS, MR. DORNE?
WELL, THERE *IS* A *NOTE* IN THE FILE OF SOME COMPLAINT ABOUT THE *TV*.
DO THE STORE RECORDS HAVE *MY LETTER* TO YOU?
NO!
MR. DORNE, HAS YOUR COMPANY BEEN IN *TROUBLE* AT ANY TIME WITH THE *CITY DEPARTMENT OF CONSUMER AFFAIRS?* OR WITH THE *STATE ATTORNEY GENERAL'S OFFICE?*
I *OBJECT* TO THAT QUESTION AS *IRRELEVANT* (UNIMPORTANT)!
NO! THE COMPANY'S BACKGROUND IS *IMPORTANT* FOR THE JUDGE TO KNOW WHO TO BELIEVE!
PLEASE ANSWER MR. REID'S QUESTION!
*ER--UH--YES! UH--*WE WERE *INVESTIGATED* AND *--ER--SUED* BY THE *DEPARTMENT OF CONSUMER AFFAIRS!*
LET *ME ASK* SOME QUESTIONS ABOUT THAT NOW, MR. REID.
MR. DORNE, TELL ME ABOUT *THAT CASE!*
10


WELL, *YOUR HONOR*, IT WASN'T VERY MUCH!
ER--YOU SEE, THE *DEPARTMENT OF CONSUMER AFFAIRS* COMPLAINED ABOUT OUR SELLING SOME GOODS THAT DIDN'T WORK *PERFECTLY*, AND OUR REPAIRMAN DIDN'T *FIX* THEM *RIGHT AWAY*. SO THE *DEPARTMENT SUED* US.
BUT THAT CASE IS *STILL* IN COURT, *YOUR HONOR*.
THANK YOU, MR. DORNE. PLEASE STEP DOWN!
NOW, MR. AND MRS. REID, WOULD YOU LIKE TO GIVE YOUR SIDE OF THE STORY?
MRS. REID TAKES THE STAND AND CAREFULLY TELLS HER STORY TO THE JUDGE...
...AND THEN THE SALESMAN SAID THAT THE SET WAS *FULLY GUARANTEED*...
BUT IT *NEVER WORKED* FROM THE TIME WE GOT IT, AND...
...THE *COLLECTION PEOPLE* WOKE US IN THE MIDDLE OF THE NIGHT WITH PHONE CALLS *THREATENING* US!
THAT'S RIGHT, *YOUR HONOR!* HERE IS THE *LETTER* FROM THE COLLECTION AGENCY, PLUS A *COPY* OF THE *CERTIFIED LETTER* I SENT THEM, AND THE *RETURN RECEIPT* FROM THE STORE.
DIDN'T *YOU* RUIN THE TELEVISION SET? ISN'T THAT WHY IT DOESN'T WORK NOW?
NO! ABSOLUTELY NOT!
11


WILL BOTH SIDES COME TO THE BENCH, PLEASE?
I HAVE EXAMINED THE EVIDENCE BEFORE ME, AND I FIND THAT MR. AND MRS. REID ARE TELLING THE TRUTH!
THEY WERE SOLD A BAD TELEVISION SET TO BEGIN WITH!
IT ALSO SEEMS THAT THE STORE NEVER PLANNED TO SELL THE TV IT ADVERTISED! IT JUST USED ITS AD TO TRICK CUSTOMERS INTO COMING TO THE STORE!
I ORDER THAT THE CONTRACT BE CANCELLED! THE STORE MUST ALSO RETURN MR. AND MRS. REID'S MONEY, AND ARRANGE TO PICK UP THE TELEVISION SET!
IN ADDITION, HAPPY'S MUST PAY $50.00 TO THE REIDS FOR TELEPHONING THEM IN THE MIDDLE OF THE NIGHT, AND FOR THREATENING THEM!
CASE CLOSED!
HOW WONDERFUL THAT WE LEARNED TO STAND UP FOR OUR RIGHTS IN COURT!
AND WHAT'S MORE-- WE WON!
THE END!

TELL IT TO THE JUDGE!

1. Stores often sue customers who don't pay bills. If you have a reason for not paying, don't be afraid to **tell it to the judge.**

2. A lawsuit begins with a paper called a **summons**. The summons has the name of the person suing (the **plaintiff**), the person being sued (the **defendant**), and the address of the court. It lets you know what the case is about.

3. If you get a summons, you must act quickly. If possible, get a lawyer to handle your case. If you cannot afford one, you may qualify for free legal aid.

4. If you cannot find a lawyer to handle the case, you can defend yourself. But, you'll need to prepare carefully.

5. The first step is to visit the clerk of the court, to find out what you must do. Courts vary, but most require you to file a written **answer** to what the plaintiff has said.

6. The case will then be set down for a **trial**. Before the trial, go to court once just to watch. Courts are open to the public.

7 At the trial, be prepared to explain your side of the story. Be sure to tell the judge

   - if the salesperson lied to you about the sale or about the contract;
   - if the price was much too high; or
   - if the goods fell apart.

   These facts can lower the amount you owe.

8. If you are in the right, you should win. The worst that can happen is you will lose and be required to pay the money the plaintiff claims. You won't be sent to jail.